Planned Development Application for

Lexington Avenue

932-970 Madison Street Oak Park, Cook County, IL

March 19, 2018

Prepared for: Mr. John Agenlian Lexington Homes, LLC 1731 N. Marcey Street, Suite 200 Chicago, IL 60614 773.457.8563 T



Civil Engineering & Land Development Consulting



March 19, 2018

Mr. Craig Failor Village Planner Village of Oak Park 123 Madison St. Oak Park, IL 60302

RE: Lexington Townhomes – Home Avenue to Clinton Avenue at Madison Street [932-970 Madison Street, Oak Park, IL] PRT Review Letter – 02/12/2018

Mr. Failor,

Pursuant to the Project Review Team (PRT) letter sent to Lexington Homes on February 12, 2018, the following items have been attached for your review and approval:

- 1. Tab #1 Narrative* (03/19/2018)
- 2. Tab #2 Fee (previously submitted under separate cover)
- 3. Tab #3 Standards
 - 3a Planned Development Standards* (01/16/2018)
 - 3b Sustainability Standards* (01/16/2018)
- 4. Tab #4 Owner Information
 - 4a Contact Information* (Petition for Public Hearing) (02/23/2018)
 - 4b Title Policy and Affidavit of Ownership (08/1/2017)
 - 4c Owner Statement (02/16/2018)
 - 4d Professional Qualifications (02/16/2018)
 - 4e Financing (02/16/2018 & 02/23/2018)
- 5. Tab #5 Property Information
 - 5a Property Restrictions* (02/16/2018)
 - 5b Plat of Survey* (07/24/2017)
 - 5c Historic Preservation Review* (not included/applicable to this project)
- 6. Tab #6 Reports & Studies
 - 6a Environmental Assessment* (02/23/2018)
 - i. Phase I Environmental Site Assessment (02/03/2017)
 - ii. Soil Investigation Summary Report (03/05/2018)
 - 6b Village Services Report* (02/23/2018)
 - 6c Market Feasibility Report* (03/01/2018)
- 7. Tab #7 Traffic & Parking Study
 - 7a Traffic Impact Study* (08/30/2017)
 - 7b Parking Impact Study*
- 8. Tab #8 Development Drawings

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- 8a Site Plan* (rev 02/23/2018)
 - 8b Landscape Plan* (rev 02/23/2018)
 - i. Tree Removal Fee Letter (02/16/2018)

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- 8c Engineering Utility Plan* (rev 02/23/2018)
- 8d Exterior Lighting Plan* (01/16/2018)
- 8e Floor Plans* (03/02/2018)
- 8f Building Elevations* (03/02/2018)
- 8g Building Perspectives* (02/22/2018)
- 8h Streetscape Elevations* (02/23/2018)
- 8i Shadow Study* (02/23/2018)
- 8j Sign Elevations (not applicable to this project)
- 8k Construction Logistics Plan* (rev 02/23/2018)
- 8l Project Schedule*
- 9. Tab #9 Model (not included/applicable to this project)
- 10. Tab #10 Responsibility to Record (02/16/2018)
- 11. Tab #11 Property Owner Notices
- 12. Tab #12 Subdivision Application
 - 12a. Subdivision Application*
 - 12b. Plat of Subdivision* (08/4/2017)
 - 12c. Plat of Easement* (rev 11/01/2017)

Please review the above-listed and enclosed items at your earliest convenience, and feel free to contact me directly if you should have any questions.

Sincerely, Cook Engineering Group

Michael D. Cook, P.E. President

cc:

Lexington Avenue at Oak Park Tab 1 Narrative* March 19, 2018



Narrative

The Lexington Avenue project is part of the (MS) Madison Street Zoning District. Residential development is allowed in the MS district between Harlem Ave. and Clinton Ave. and requires a Special Use. The Comprehensive Plan identifies the property as Corridor Commercial/Mixed Use. Multi-Family may be considered on a case by case basis as described in the Village of Oak Park (Village) Future Land Use Plan. The site is located within a TIF District.

Variances

The proposed Lexington Avenue project will require zoning relief for building setbacks along Madison Street. Existing MS District zoning requirements state the street setback shall be between three (3) feet and five (5) feet along Madison Street between Harlem and Oak Park. The proposed siteplan is reflective of a fifteen and a half (15.5) foot street setback. The increased setback allows for a six (6) foot public walk easement and a minimum of nine (9) foot front yard for the proposed townhouses from building to proposed fence line.

The project will also require zoning relief for proposed building height. The current zoning code allows a maximum townhouse building height of thirty-five (35) feet in the MS District. The proposed Lexington Avenue townhouse buildings are thirty-five (35) feet high to the top of the proposed parapet. The proposed roof stair enclosure is considered an allowable exception to building height. However, an optional fourth floor roof room could bring some of the proposed building heights to forty-two (42) feet.

The classification of this property as commercial typically requires a seven (7) foot wide landscape buffer along the north property line where a nonresidential district abuts a residential district. The proposed development actually calls for a new residential use abutting the existing residential use to the north. Considering that the actual use will be residential abutting residential, we request relief form the seven foot wide landscape buffer and instead propose a 6' board on board fence along the north property line.

The code typically roof top decks or patios are to be setback a minimum of six (6) feet from all building edges. Relief is requested for this setback requirement due to the layout and dimensions of these townhome units. The proposed roof deck setback is 6" from the edge of each unit.

Compensating Benefits

The project as proposed provides compensating benefits. These benefits include the redevelopment of an underutilized site containing under used and out of date buildings with new and vibrant townhomes. The proposed development will generate a great deal more tax revenue and eliminate an eyesore strip mall. Along with the redevelopment an existing environmental issue will be remediated.

The proposed redevelopment provides for a reduction in impervious surface and thus runoff. The existing site has/had 41,419 sf of impervious area. The Village and the Developer are working

C:\Users\ehoffmann\Dropbox\PD Submittal Docs\18-0309 PD Application Resubmittal FINAL\lex ave oak park 1 -NARRATIVE.doc together to investigate the environmental conditions and ultimate scope. If the development proceeds with permeable pavers, the impervious is reduced to 22,758sf. If environmental conditions preclude the use of permeable pavers and asphalt pavement is utilized, Impervious will still be reduced down to 30,048sf.

The Lexington Avenue development will provide a \$210,000 donation to the Village of Oak Park's Affordable Housing Initiative. This payment will be made lump sum at property closing as spelled out in the Redevelopment Agreement dated December 11, 2017.

Village Improvements

Lexington Homes has been consulting with staff regarding public improvements. As part of this proposed development the sidewalks along the site frontage of Home Ave, Clinton Ave, and Madison Ave will be replaced with new, often wider, ADA compliant walk. Damaged or outdated curb and gutter along Home and Clinton will be removed and replaced. Madison Ave curb and gutter will be removed and replaced in its entirety along the project frontage.

Public Art

Lexington Homes has had conversations with Village staff and has met with Camille Wilson White, Executive Director of the Oak Park Area Arts Council regarding the Public Art requirement.

Neighborhood Meeting

Lexington Homes presented the Lexington Avenue project at an informal neighborhood meeting on July 13, 2017 in the Grove Apartments Community Room at 442 S Grove Ave. All neighbors within a 500 foot radius of the project site were invited to attend the meeting. The project was well attended and well received by the meeting attendees. Please refer to attached meeting information.

Lexington Homes 1731 N. Marcey St., Suite 200 Chicago, IL 60614

June 28, 2017

RE: 932-946 Madison, Oak Park, Illinois 60302 - Neighborhood Meeting

Dear Neighboring Property or Business Owner:

The Oak Park Zoning Ordinance requires owners of property, business owners and renters within 500 feet of the subject property be notified of a neighborhood meeting for a Planned Development proposal. The owners and renters shall be notified of the nature of the proposal, and the date, time, and place of the neighborhood meeting regarding the proposal.

A Legal Notice will appear in the June 28, 2017 edition of the Wednesday Journal. The neighborhood meeting will take place at 7:00 PM on Thursday, July 13, 2017 and will be located in the Grove Apartments Community Room, 442 S. Grove Avenue, Oak Park, Illinois 60302. The neighborhood meeting is open to the public and comments and questions from the public on the proposal are invited.

Lexington Homes of Chicago, Illinois, will be presenting its plans for a 21 unit townhome community proposed at 932-946 Madison, Oak Park, Illinois.

If you have any questions or concerns regarding this proposal prior to the community meeting, please contact William Rotolo at 847-875-8289 or via e-mail at <u>brotolo@lexingtonchicago.com</u>.

Thank you for your time and consideration.

Respectfully,

William Rotolo

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PUBLIC NOTICES

PUBLIC NOTICE

HOTICE OF COMMUNITY MEETING A community meeting will be held Thursday, July 13, 2017 at 7:00 pm in the Grove Apartments Community Room, 442 S. Grove Avenue, In Oak Park, Illinole. The meeting will be to discuss the proposed 21 unit town-home community proposed at 932-948 Madison, Oak Park, Illinois.

Published in Wedneyday Journal 5/28/2017

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Lexington Avenue at Oak Park Tab 2 Fee March 19, 2018

(Fee previously submitted under separate cover)

Lexington Avenue at Oak Park Tab 3 Standards March 19, 2018

Contents

- 3a. Planned Development Standards*
- 3b. Sustainability Standards*



Planned Development Standards

The Lexington Avenue project more than adequately meets the current Planned Development Required Public Benefits as described in the Oak Park Zoning Ordinance Article 14, Section 14.5, E(2). The proposed development provides Compensating Benefits to the Village in the form of reducing existing impervious surfaces throughout the development. In addition to added green space, the site engineering incorporates an environmentally friendly design through the inclusion of permeable pavers and improved site drainage. Lexington Avenue is considered a Village Improvement as it will replace the currently deteriorated, vacant existing buildings with a bustling urban residential community that complements the adjacent multi-family properties. To meet the Public Art benefit, the proposed Lexington Avenue development architecture provides a modern feel while incorporating high end building materials and an eye-pleasing color palette. The proposed landscape architecture softens the site and provides additional interest onsite with varied heights and textures. The proposed project will enhance the neighborhood character and provide a general aesthetic benefit to the surrounding area by blending both modern and natural elements. Overall, the proposed project meets the Oak Park Zoning Ordinance Article 14, Section E(2).



Sustainability Standards

The project will be using Energy Star V3.1 and not LEED.

Lexington Homes will be constructing the townhomes following the newest version of Energy Star V3.1. Lexington Homes has current experience with Energy Star and is a certified Energy Star Builder. In the Chicago Lake Front District neighborhood of Hyde Park, we have constructed our town homes following the Energy Star requirements. We have found the Energy Star program to be very well received by our customers. The Energy Star program is also well supported and understood by many of our suppliers and sub-contractors. The Energy Star program exceeds the current Illinois State Energy code and not only addresses energy features but green features of durability and longevity requirements .

Lexington Homes understands the importance and benefits of sustainable building to reduce the environmental impacts the project will have. Following the Energy Star requirements our units will be built to the same efficiency standard as LEED but without the additional certification cost of the LEED program. In the RFP, the project must meet LEED Certified Standards and incorporate sustainable features and /or practices which our Energy Star program does.

Lexington Avenue at Oak Park Tab 4 Owner Information March 19, 2018

<u>Contents</u>

- 4a. Contact Information*
- 4b. Title Policy & Affidavit of Ownership
- 4c. Owner Statement
- 4d. Professional Qualifications
- 4e. Financing

Oak Park

Petition for Public Hearing PLANNED DEVELOPMENTS

YOU MUST PROVIDE THE FOLLOWING INFORMATION: IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA PAGES TO THE PETITION.

Name of Development : <u>Lexington A</u>	venue			
Address/Location of Property in Question:932-9	70 Madison Street, Oak Park			
Property Identification Number(s)(PIN):16-07-324-024-0000 and 16-07-324-032-0000				
Name of Property Owner(s):Village of Oal	Park			
Address of Property Owner(s):123 Madison	n Street, Oak Park, IL. 60302			
	te of Trust must be filed.)			
Applicant's Address:1731 N. Marcey Stre	et, Suite 200, Chicago, IL. 60614			
	E-Mailjagenlian@lexingtonchicago.com			
Project Contact: (if Different than Applicant)				
	E-Mail			
Property Interest of Applicant:OwnerLegal F (Describe):				
Existing Zoning: _CommercialDescribe Proposal Redevelopment of a Village owned site that was formerly an				
Construction of 21 new attached single family homes in 6 buil				

Proposed Planned Development Type:			
XXXII Residential PD	D Non-Residential PD	Mixed Use PD	
Size of Parcel (from Plat of Survey):+/- 42,00	0Square Feet		
Adjacent: Zoning Districts Land	Uses		
To the North: R7 Multi Family	Residential Apartments		
To the South: MS - Madison Street District			
To the East: MS - Madison Street District			
To the West: MS - Madison Street District	Commercial - Immediate Care, N	ladison Street Theater	
		Site is currently vacant.	
Is the property in question currently in violation If Yes, how?			
Is the property in question presently subject to a If Yes, how?			
If Yes, please provide relevant Ordinance I			
Is the subject property located within any Histor	ic District? Yes XX No)	
If Yes,: D Frank Lloyd Wright D Ridg			
From what Section(s) of the Zoning Ordinance are you requesting approval / relief?			
Roof deck setback: Article 9; Site Dev't Standards, S Features (2). (6' required, 0' proposed)	Section 9.3 Accessory Structures an	d Uses, Subsection M. Flat Roof	
Landscape buffer: Article 11; Landscape, Section11 proposed with 6' tall board on board fence instead)	.8 Buffer Yard Requirements, Subse	ection B(2)(a)(b)(d)(e). (7' required, 0'	
Street setback: Article 5; Commercial Districts, Section 5.3 Dimensional Standards, Table 5.1 Street Setback (3-5 feet required – 15.5 feet proposed)			
Petition for Public Hearing Page 2 of 3			

Building height: Article 5; Commercial Districts, Section 5.3 Dimensional Standards, Table 5.1 Maximum Building Height (35 feet allowed – 42.5' proposed)

Explain why, in your opinion, the grant of this request will be in harmony with the neighborhood and not contrary to the intent and purpose of the Zoning Ordinance or Comprehensive Plan;

The proposed plan is consistent with the Madison Street Corridor Redevelopment plan by bringing high density residential to a currently underutilized, underperforming, dilapidated site.

I (we) certify that all the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

I (we) consent to the entry in or upon the premises described in this application by any authorized official of the Village of Oak Park for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

John Agenlian, Agent for Lexington Homes LLC (Printed Name) Applicant

(Signa Ire Apple ant

Date

(Printed Name) Owner

(Signature) Owner

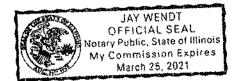
Date

Owner's Signature must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME THIS

23 DAY OF February 2018

(Notary) Public)



Petilion for Public Hearing Page 3 of 3



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By: CHICAGO TITLE INSURANCE COMPANY 10 S. LASALLE ST. 3100 CHICAGO, IL 60603 Refer Inquiries To: (312)223-4627 GENERATOR (312) 223-4627 Commitment No:: 1401 008985545 D2

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08/16/17 12:32:31

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: LEXINGTON AVENUE AT OAK PARK

ORDER NO.: 1401 008985545 D2

EFFECTIVE DATE: AUGUST 1, 2017

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY:	ALTA OWNERS 2006
AMOUNT:	\$10,000.00
PROPOSED INSURED:	LEXINGTON HOMES

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN: VI LLAGE OF OAK PARK, AN I LLI NOI S MUNICIPAL CORPORATION

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CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985545 D2

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

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CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS: PARCEL 1:

LOTS 13, 14, 15 AND THE SOUTH 10 FEET OF LOT 16 IN BLOCK 3 IN HERRICK & DUNLOP SUBDIVISION OF LOTS 12 TO 17, INCLUSIVE, IN GEORGE W. SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES (EXCEPT RAILROAD LANDS) OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11 AND 12 IN BLOCK 3 IN HERRICK'S AND DUNLAP'S SUBDIVISION OF LOTS 12 TO 17, INCLUSIVE, IN GEORGE W. SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD LANDS) OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ORDER NO.: 1401 008985545 D2

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY. GENERAL EXCEPTIONS

- 1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- 3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
- 4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- 5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC
- RECORDS.
 IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:
 - A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;
 - B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

А

8.

- 1. TAXES FOR THE YEAR(S) 2017 2017 TAXES ARE NOT YET DUE OR PAYABLE.
 - 1A. NOTE: 2016 FIRST INSTALLMENT WAS DUE MARCH 1, 2017 NOTE: 2016 FINAL INSTALLMENT WAS DUE AUGUST 1, 2017

PERM TAX# PCL YEAR 1ST INST STAT STAT 2ND INST 16-07-324-024-0000 1 OF 2 2016 \$32, 513. 53 PAID \$33, 464. 35 PAID AFFECTS PARCEL 2. 16-07-324-032-0000 2 OF 2 2016 NOT BILLED NOT BILLED AFFECTS PARCEL 1.

PERM TAX# 16-07-324-032-0000 PCL 2 OF 2 VOLUME 141



COMMITMENT FOR TITLE INSURANCE SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008985545 D2

		3A THE GENERAL TAXES AS SHOWN BELOW ARE MARKED EXEMPT ON THE COLLECTOR'S WARRANTS. YEAR(S): 2016 AND PRIOR
		UNLESS SATISFACTORY EVIDENCE IS SUBMITTED TO SUBSTANTIATE SAID EXEMPTION OUR POLICY, IF AND WHEN ISSUED, WILL BE SUBJECT TO SAID TAXES.
С	9.	NOTE: THE LAND LIES WITHIN A COUNTY WHICH IS SUBJECT TO THE PREDATORY LENDING DATABASE ACT (765 ILCS 77/70 ET SEQ. AS AMENDED). A CERTIFICATE OF COMPLIANCE WITH THE ACT OR A CERTIFICATE OF EXEMPTION THEREFROM MUST BE OBTAINED AT TIME OF CLOSING IN ORDER FOR THE COMPANY TO RECORD ANY INSURED MORTGAGE. IF THE CLOSING IS NOT CONDUCTED BY THE COMPANY, A CERTIFICATE OF COMPLIANCE OR A CERTIFICATE OF EXEMPTION MUST BE ATTACHED TO ANY MORTGAGE TO BE RECORDED.
		NOTE: FOR KANE, WILL AND PEORIA COUNTIES, THE ACT APPLIES TO MORTGAGES RECORDED ON OR AFTER JULY 1, 2010.
		Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
F	10.	EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
G	11.	WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.
H	12.	MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN THE VILLAGE OF OAK PARK. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.
Ι	13.	IN ORDER FOR THE COMPANY TO INSURE TITLE COMING THROUGH THE SALE OR TRANSFER OF LAND FROM THE MUNICIPALITY IN TITLE, WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE ORDINANCE OR RESOLUTION AUTHORIZING THE CONVEYANCE, TOGETHER WITH THE NUMBER OF AYES AND NAYS FOR ITS PASSAGE, AND EVIDENCE OF ANY REQUIRED PUBLICATION.
		IF SAID MUNICIPALITY IS A "HOME RULE UNIT" PURSUANT TO ARTICLE 7, SECTION 6 OF THE ILLINOIS CONSTITUTION, WE SHOULD BE FURNISHED EVIDENCE OF COMPLIANCE WITH THE MUNICIPALITY'S ORDINANCE(S) WHICH RELATE TO THE SALE OR TRANSFER OF MUNICIPAL PROPERTY.
		THIS COMMITMENT IS SUBJECT TO SUCH ADDITIONAL EXCEPTIONS, IF ANY, AS MAY BE



COMMITMENT FOR TITLE INSURANCE SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008985545 D2

DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

P 14. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

(AFFECTS LEXINGTON HOMES, THE PROPOSED BUYER HEREIN)

15. WE SHOULD BE FURNISHED A CURRENT CERTIFICATE OF GOOD STANDING FROM THE ILLINOIS SECRETARY OF STATE FOR LEXINGTON HOMES, A CORPORATION OF UNKNOWN.

(AFFECTS THE PROPOSED BUYER HEREIN)

J 16. ENCROACHMENT OF BUILDINGS FROM 1/4 INCHES TO 1 1/8 INCHES OVER WEST LINE OF THE LAND AND OVER THE SOUTH LOT LINE FROM 1/2 INCH TO 1 INCH AS DISCLOSED BY SURVEY.

(AFFECTS PARCEL 1)

0

K FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, PURSUANT TO PUBLIC ACT 95-988, SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT; ARE ISSUED BY A STATE AGENCY, FEDERAL GOVERNMENT AGENCY, OR CONSULATE; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

L FOR COOK COUNTY PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, IF ANY DOCUMENT OF CONVEYANCE FOR COOK COUNTY RESIDENTIAL REAL PROPERTY IS TO BE NOTARIZED BY AN ILLINOIS NOTARY PUBLIC, PUBLIC ACT 95-988 REQUIRES THE COMPLETION OF A NOTARIAL RECORD FOR EACH GRANTOR WHOSE SIGNATURE IS NOTARIZED. THE NOTARIAL RECORD WILL INCLUDE THE THUMBPRINT OR FINGERPRINT OF THE GRANTOR. THE GRANTOR MUST PRESENT IDENTIFICATION DOCUMENTS THAT ARE VALID; ARE ISSUED BY A STATE AGENCY, FEDERAL GOVERNMENT AGENCY, OR CONSULATE; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE. THE COMPANY WILL CHARGE \$25.00 PER NOTARIAL RECORD.

M "BE ADVISED THAT THE "GOOD FUNDS" SECTION OF THE TITLE INSURANCE ACT (215 ILCS 155/26) BECOMES EFFECTIVE 1-1-2010. THIS ACT PLACES LIMITATIONS UPON THE SETTLEMENT AGENT'S ABILITY TO ACCEPT CERTAIN TYPES OF DEPOSITS INTO ESCROW.



COMMITMENT FOR TITLE INSURANCE SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008985545 D2

PLEASE CONTACT YOUR LOCAL CHICAGO TITLE OFFICE REGARDING THE APPLICATION OF THIS NEW LAW TO YOUR TRANSACTION."

N 17. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

0 18. INFORMATIONAL NOTE:

TO SCHEDULE ANY CLOSINGS IN THE CHICAGO COMMERCIAL CENTER, PLEASE CALL (312)223-2707.

** END **



CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

ORDER NO.: 1401 008985545 D2

CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < http://www.alta.org/>.

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169. Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/ or owned by FNF, including collection through any FNF website and any online features, services and/ or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/ or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender, marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources

- Applications or other forms we receive from you or your authorized representative;
- o Information we receive from you through the Website;
- o Information about your transactions with or services performed by us, our affiliates, or others; and
- o From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/ exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. Se the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons places by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to

personalize the information you see on the Website and some of the elctronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- O You can opt-out via the Network Advertising Initiative industry opt-out at http://www.networkadvertising.org/.
- O You can opt-out via the Consumer Choice Page at www.aboutads.info.
- O For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- O You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- O To provide products and services to you or one or more third party service providers (collectively, "Third Parties) who are obtaining services on your behalf or in connection with a transaction involving you.
- O To improve our products and services that we perform for you or for Third Parties.
- O To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- O To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- O To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/ or
- o To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or posses legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with his Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIR OR HER PARENT OR LEGAL GUARDIAN**.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by <u>other parties</u> to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer to your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out. Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other business for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2014 will receive information regarding 2012 sharing activites).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the predure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888)934-3354 privacy@fnf.com

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Effective as of January 6, 2015 Last Updated January 25, 2015 P.I.N. 16-07-324-032-0000 16-07-324-024-0000



Doc# 1801619074 Fee \$180.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00 KAREN A.YARBROUGH COOK COUNTY RECORDER OF DEEDS DATE: 01/16/2018 03:48 PM PG: 1 OF 72

Return to: Village of Oak Park 123 Madison Street Oak Park, Illinois 60302 Attn.: Law Department

(for recorder's use only)

REDEVELOPMENT AGREEMENT BETWEEN VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS AND LEXINGTON HOMES L.L.C.

REDEVELOPMENT AGREEMENT

between

VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS

and

LEXINGTON HOMES L.L.C.

dated as of the

11th day of December, 2017

VILLAGE OF OAK PARK, ILLINOIS REDEVELOPMENT PLAN AND PROJECT MADISON STREET BUSINESS CORRIDOR REDEVELOPMENT PROJECT AREA 940-970 MADISON STREET

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

Village of Oak Park, Cook County, Illinois an Illinois municipal corporation

By: Olen Ber

Village Manager

DEVELOPER:

liability company

[VILLAGE SEAL]

Village Clerk

ATTEST:

ATTEST:

By:

By:_____ Its: _____

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By: The The Its: mgs den bar

Lexington Homes L.L.C., an Illinois limited

REVIEWEDANDADEROVED ASTO FORM Califord . LAW DEPART NERVE

ACKNOWLEDGMENTS

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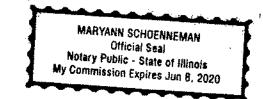
STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Cara Pavlicek, personally known to me to be the Village Manager of the Village of Oak Park, Cook County, Illinois, and Vicki Scaman, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village Manager and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the President and Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this $\frac{\pi^2}{2}$ day of December, 2017.

Notary Public





February 16, 2018

Ms. Tammie Grossman Director, Development Customer Services Village of Oak Park 123 Madison Street Oak Park, IL. 60302

RE: 932-958 Madison Street Lexington Avenue Development Owner Statement

Dear Tammie,

Please accept this letter regarding the owner's statement for the referenced property.

Lexington Homes LLC is not the owner of this site at this time. Lexington is the contract purchaser of the site. The owner is the Village of Oak Park.

We are under contract to purchase the site and have a Redevelopment Agreement with the Village of Oak Park dated December 11, 2017. Applicable ownership information can be found in said Redevelopment Agreement.

If you should have any questions or concerns please feel free to contact me at jagenlian@lexingtonchicago.com or at 773 457 8563.

Thank you,

John Agenlian Vice President of Land Development Lexington Homes LLC



February 16, 2018

Ms. Tammie Grossman Director, Development Customer Services Village of Oak Park 123 Madison Street Oak Park, IL. 60302

RE: 932-958 Madison Street Lexington Avenue Development Professional Qualifications

Dear Tammie,

Please accept this letter regarding the professional qualifications and related development experience of the principals and the development team of Lexington Homes and Lexington Avenue LLC.

The Principals of Lexington are Ronald Benach, Jeffrey Benach and Wayne Moretti. Lexington Homes and their principals have a long and deep history in the homebuilding industry in the Chicago metro area. Lexington Homes and its predecessor operations (Concord Homes, 3H Homes) has built over 40,000 homes since Ronald Benach started building new homes in Chicagoland in 1962. In most years from that date, Ronald Benach and his partner, Wayne Moretti's homebuilding operations were either the largest or among the top three largest private home building operations in the Chicago metro market. While big does not necessarily make you great, Mr. Benach's companies have a very strong tradition of quality, durability and recognition. Even today, with our newest communities, we get repeat customers that grew up in a 3H, Lexington or Concord Home. Our homes have literally won hundreds of industry awards and have proudly stood the test of time. Our multi-family for –sale communities especially are a source of deep pride for the owners, as driving through them today, one sees richly landscaped, well maintained homes and open spaces.

Currently Lexington has at least 14 communities in the metro area, both in the City of Chicago and in the suburbs in various stages of development, sales, or close out. Lexington has successfully sold and delivered out 6 of those communities in 2017 and early 2018. We have at least 4 new communities coming on line in 2018. Our suburban communities are concentrated in close in, infill locations primarily in Cook County. We are also working on new communities in Kane and DuPage County. A list of our current or recently completed communities is attached.



The executive development team includes but is not limited to Jeffrey Benach, Principal and Executive Vice President of Sales and Marketing. Jeff is responsible for all aspects of sales, marketing and design. Tom Meyer, Vice President of Operations. Tom oversees all vertical construction from permitting to construction to customer service. John Agenlian, Vice President of Land Development. John is responsible for site infrastructure work from demolition to final surface course. Greg Ittner, Vice President of Purchasing. Greg oversees the bidding, negotiation and contracting with all houseline vendors.

Lexington Homes, its Principals, Executive Team and other Associates have decades of experience in the home building industry. We have stood the test of time and are very excited for the opportunity to build this new townhome community in Oak Park.

If you should have any questions or concerns please feel free to contact me at jagenlian@lexingtonchicago.com or at 773 457 8563.

Thank you,

John Agenlian Vice President of Land Development Lexington Homes LLC

LEXINGTON PROJECTS

DATE : 2/19/18

COMPLETED OR NEARING COMPLETION 2017 / 2018

PROJECT	LOCATION	# UNITS	TYPE
LEXINGTON ROW	VERNON HILLS		27 TH
LEXINGTON CHASE	PALATINE		24 TH
LEXINGTON CROSSING	ROLLING MEADOWS		54 TH
PARK RIDGE RESERVE	PARK RIDGE		25 TH
LEXINGTON SQUARE 4	CHICAGO		21 TH

ONGOING COMMUNITIES 2017 / 2018

PROJECT	LOCATION	# UNITS	TYPE
LEXINGTON PLACE 3	CHICAGO		8 SF
LEXINGTON SHORE	CHICAGO		20 TH
LEXINGTON TOWNE	ARLINGTON HEIGHTS		15 SF
LEXINGTON POINTE	DES PLAINES		58 TH
LEXINGTON HERITAGE	ARLINGTON HEIGHTS		48 TH

UPCOMING -2018 COMMUNITY OPENINGS

PROJECT	LOCATION	# UNITS	TYPE
LEXINGTON AVENUE	OAK PARK		22 TH
LEXINGTON WALK	MORTON GROVE		36 TH
LEXINGTON TRACE	WARRENVILLE		107 TH
LEXINGTON VILLAGE	CHICAGO		22 TH

OTHER 2018 / 2019 COMMUNITY OPPORTUNITES

SEVERAL NEW COMMUNITES ARE IN NEGOTIATION OR CONTRACT. THESE NEW OPPORTUNITES ARE NOT READY TO BE DISCLOSED YET.

Lexington Homes

February 16, 2018

To whom it may concern,

Lexington Homes shall be utilizing its dedicated home-building borrowing base loan of \$25,000,000 at Associated Bank to finance this project. Current outstanding debt on this line totals \$13,420,395 and remaining availability is \$11,579,605.

All equity required shall, as always, be sourced internally by Lexington Homes principals.

Lexington Homes has 8 for-sale housing projects currently in operation, built 107 homes in the greater Chicago area in 2017, and is on track to build 93 homes in 2018.

Very truly yours,

Veff Compton Controller



February 23, 2018

Lexington Homes 1731 N. Marcey Street, Suite 200 Chicago, IL 60614

To Whom It May Concern:

This is a letter confirming the banking relationship between Associated Bank, N.A. (the "Bank") and Lexington Homes, LLC.

The above referenced company has been a client of Associated Bank since 2011. Since that time, the Bank has financed 12 projects with aggregate loan commitments over \$50,000,000. Additionally, Lexington Homes maintains multiple deposits accounts at the Bank. All accounts have been handled as agreed, and are in good standing.

Respectfully,

Andrew Roberts Vice President, Relationship Manager Commercial Real Estate

Lexington Avenue at Oak Park Tab 5 Property Information March 19, 2018

<u>Contents</u>

- 5a. Property Restrictions*
- 5b. Plat of Survey*
- 5c. Historic Preservation Review* (not included/applicable to this project)



February 16, 2018

Ms. Tammie Grossman Director, Development Customer Services Village of Oak Park 123 Madison Street Oak Park, IL. 60302

RE: 932-958 Madison Street Lexington Avenue Development Property Restrictions

Dear Tammie,

Please accept this letter regarding the property restrictions for the referenced property.

Lexington Homes LLC is unaware of any existing property restrictions on the property.

We have created a Homeowners Association Declaration as well as Covenants and Restrictions for the townhome community once development and closings occur.

I have attached a draft copy of the HOA documents for your consideration.

If you should have any questions or concerns please feel free to contact me at jagenlian@lexingtonchicago.com or at 773 457 8563.

Thank you,

John Agenlian Vice President of Land Development Lexington Homes LLC

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer MELTZER, PURTILL & STELLE LLC 1515 East Woodfield Road Second Floor Schaumburg, Illinois 60173-5431

PINs: See Exhibit B

ABOVE SPACE FOR RECORDER'S USE ONLY

Parking: Add no parking behind garage doors. Garages maintained to house 2 vehicles. 10 spaces intended for guest parking. No resident parking unless approved by board on temp basis.

DECLARATION FOR LEXINGTON AVENUE AT OAK PARK TOWNHOMES

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DECLARATION FOR LEXINGTON AVENUE AT OAK PARK TOWNHOMES

This Declaration is made by Lexington Avenue at Oak Park LLC, an Illinois limited liability company ("Declarant").

$\underline{R} \, \underline{E} \, \underline{C} \, \underline{I} \, \underline{T} \, \underline{A} \, \underline{L} \, \underline{S}$

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called Lexington Avenue at Oak Park (the "Development"). The Development shall include dwelling units and other areas which will be maintained by the Association.

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve.

All portions of the Premises not improved with a Home (including outlots owned by the Association, if any, and those portions of each Parcel which are not improved with a Home), shall be designated as a Common Area hereunder. In order to provide for the orderly and proper administration and maintenance of the Premises, the Declarant has formed (or will form) the Association under the Illinois Limited Liability Company Act. The Association shall have the responsibility for administering and maintaining the Common Area and certain portions of the Parcels and Home Exteriors and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Parcel shall be a member of the Association and shall be responsible for paying assessments with respect to the Parcel owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association or to designate the Managers of the Association, as more fully described in Article Nine and in the Operating Agreement, and the right to come upon the Premises in connection with Declarant's efforts to sell Homes and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE <u>Definitions</u>

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 <u>ASSOCIATION</u>: The Lexington Avenue at Oak Park Townhome Owners Association, LLC, an Illinois limited liability company, and its successors and assigns.

1.02 <u>CHARGES</u>: The Common Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the Operating Agreement.

1.03 <u>COMMON AREA</u>: Those portions of the Premises which are designated as Common Area in Exhibit B hereto from time to time and all improvements thereto and landscaping thereon. The Common Area shall generally consist of all portions of the Premises located outside of the Homes and the Home Exteriors.

1.04 <u>COMMON ASSESSMENT</u>: The amounts which the Association shall assess and collect from the Owners to pay the Common Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.05 <u>COMMON EXPENSES</u>: The expenses of administration (including management and professional services) of the Association; the expenses of the operation, maintenance, repair, replacement of landscaping and other improvements located on the Common Area; the expenses of the services furnished by the Association under Section 3.02, including, without limitations, the expenses of the maintenance, repair and replacement of Parcels and Home Exteriors; premiums for insurance policies maintained by the Association hereunder; the cost of general and special real estate taxes, if any, levied or assessed against the Common Area (which is not part of a Parcel); the cost of water service to the Homes; to the extent not separately metered or charged to the Owners, the cost of waste removal, scavenger services, sewer, or other necessary utility services to the Homes; and any expenses designated as Common Expenses hereunder. Notwithstanding the foregoing, Common Expenses shall not include any payments made out of Capital Reserves.

1.06 <u>COUNTY</u>: Cook County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.

1.07 <u>DECLARANT</u>: Lexington Avenue at Oak Park LLC, an Illinois limited liability company, its successors and assigns.

1.08 <u>DECLARATION</u>: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.09 <u>DEVELOPMENT AREA</u>: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto, as Exhibit A may be amended as provided in Section 10.01. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises.

1.10 <u>FIRST MORTGAGEE</u>: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Parcel.

1.11 <u>HOME</u>: That portion of a Parcel which is improved with a dwelling unit.

1.12 <u>HOME EXTERIOR</u>: The roof, gutters, downspouts, foundation or slab, footings, sidewalks, steps, decks, roof decks, patios and outer surface of exterior walls of a Home. The Home Exterior shall not include windows, window frames, window glass, doors (including garage and/or storm doors) and screening which are part of a Home.

1.13 LOT: A subdivided lot which is designated in Exhibit B as a "Lot".

1.14 <u>MANAGERS</u>: The manager or managers from time to time as appointed or elected as provided in this Declaration or the Operating Agreement.

1.15 <u>MUNICIPALITY</u>: The Village of Oak Park, an Illinois municipal corporation, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.16 <u>OPERATING AGREEMENT</u>: The Operating Agreement of the Association which is attached hereto as Exhibit D.

1.17 <u>OWNER</u>: A Record owner, whether one or more persons, of fee simple title to a Parcel, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Parcel owned by the Declarant.

1.18 <u>PARCEL</u>: Each Lot shall be improved with a building containing at least five (5) dwelling units. Each dwelling unit on a Lot shall share a perimeter wall with at least one (1) other dwelling unit. The shared walls are defined as "Party Walls" in Section 13.01 hereof. Each Lot shall be divided into at least five (5) tracts which shall be defined by the Party Walls, as extended to the lot line. Each such tract shall consist of a dwelling unit (including approximately one-half (1/2) of the Party Wall which divides the dwelling unit from an adjacent dwelling unit) landscapable areas, and portions of driveways and walkways. Each tract shall be legally described in the deed which conveys the tract to the first purchaser thereof from the Declarant and the tract so described, together with all improvements thereon, shall be a "Parcel" hereunder.

1.19 <u>PERSON</u>: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.20 <u>PLAT</u>: The Final Plat of Subdivision for Lexington Avenue at Oak Park, Recorded _____, as Document No. ______.

1.21 <u>PREMISES</u>: Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article Twelve.

1.22 <u>RECORD</u>: To record in the office of the Recorder of Deeds for the County.

1.23 <u>RESIDENT</u>: An individual who resides in a Home.

1.24 <u>TURNOVER DATE</u>: The date on which the right of the Declarant to manage the affairs of the Association is terminated under Section 9.05.

1.25 <u>VOTING MEMBER</u>: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO Scope of Declaration/Certain Easements

2.01 <u>PROPERTY SUBJECT TO DECLARATION</u>: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by Declarant pursuant to Article Twelve.

2.02 <u>CONVEYANCES SUBJECT TO DECLARATION</u>: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 <u>DURATION</u>: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.

2.04 <u>PARCEL CONVEYANCE</u>: Once a Parcel has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Parcel shall be of the entire Parcel and there shall be no conveyance or transfer of a portion of the Parcel without the prior written consent of the Managers.

2.05 ACCESS EASEMENT:

(a) Each Owner of a Parcel shall have the following non-exclusive, perpetual easements, which easements shall run with the land, be appurtenant to and pass with title to every Parcel for (i) ingress to and egress from his Parcel to public streets and roads over and across the private road, driveways and walkways located on the Common Area, and (ii) in an emergency, over and across roof decks which serve other Homes.

(b) Any governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over roads and driveways located on the Common Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises.

(c) The Association, its employees, agents and contracts, shall have the right of ingress to, egress from, and parking on the Common Area, and the right to store equipment on the

Common Area, for the purpose of furnishing any maintenance, repairs or replacements of the Common Area and Home Exteriors, as required or permitted hereunder.

(d) Each owner of a portion of the Development Area shall have a non-exclusive, perpetual easement over the roads on the Common Area for access to a public way.

2.06 <u>RIGHT OF ENJOYMENT</u>: Each Owner shall have the non-exclusive right and easement to use and enjoy the Common Area. In addition, each Owner shall have exclusive right to use and enjoy the Owner's Home and Home Exterior. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Parcel, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, including the right of the Association to come upon a Parcel to furnish services hereunder.

2.07 <u>DELEGATION OF USE</u>: Subject to the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Common Area to Residents of the Owner's Home. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Home who are Residents.

2.08 <u>RULES AND REGULATIONS</u>: The use and enjoyment of the Premises shall at all times be subject to reasonable rules and regulations duly adopted by the Association from time to time.

2.09 <u>UTILITY EASEMENTS</u>: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Area for the purpose of providing utility services to the Premises or any other portion of the Development Area. In addition, each Owner of a Home shall have a perpetual easement for the continued existence and use of water, sewer, electric, gas or other utility lines and/or components of other systems which were originally installed by the Declarant or a utility company and which serve the Owner's Home, which utility lines or wiring may be located in the Common Area or on any other portion of the Premises, including, without limitation, under or through another Home.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Common Area for such uses and purposes as the Managers deem to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Managers deem to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Common Area shall be used to pay the Common Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or parking areas located on the Common Area to the Municipality or other governmental authority which has jurisdiction over the Common Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Parcel, shall be deemed to grant a power coupled with an interest to the Managers, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements

provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.11 <u>ASSOCIATION'S ACCESS</u>: The Association shall have the right and power to come onto any Parcel, Home, or Home Exterior for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 <u>NO DEDICATION TO PUBLIC USE</u>: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

2.13 <u>EASEMENT FOR ENCROACHMENT</u>: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Parcel, any improvement which is intended to service and/or be part of the Parcel shall encroach upon any part of any other Parcel or upon the Common Area or any improvement to the Common Area shall encroach upon any part of a Parcel, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Parcel shall have an easement appurtenant to his Parcel for the continuance, maintenance, repair and replacement, if any, which encroach onto another Parcel or the Common Area:

(a) the eaves, gutters, downspouts, fascia, flashings, and like appendages which serve the Home or the Parcel;

- (b) the chimney which serves the Home on the Parcel;
- (c) the air conditioning equipment which serves the Home on the Parcel; or

(d) balconies, steps, porches, decks, walkways, door entries and patios which serve the Home on the Parcel.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

2.14 <u>OWNERSHIP OF COMMON AREA</u>: Those portions of the Common Area, if any, which are part of a Parcel shall be owned by the Owner of the Parcel. Those portions of the Common Area which are not part of a Parcel, shall be conveyed to the Association free of mortgages no later than ninety (90) days after such portion is made subject hereto.

2.15 <u>LEASE OF HOME</u>: Any Owner shall have the right to lease all (and not less than all) of his Home subject to the following provisions:

(a) No Home shall be leased for less than six (6) months or for hotel or transient purposes; and

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration.

(c) Each Owner who leases his Home shall be required to furnish the Association with a copy of the lease and shall promptly notify the Association of any change in status of the lease. The Association shall maintain a record of such information with respect to all leased Homes.

2.16 <u>REAL ESTATE TAXES FOR COMMON AREA</u>: If a tax bill is issued with respect to Common Area (which is not part of a Parcel) which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Common Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill for such year, and any tax bills for subsequent years.

ARTICLE THREE <u>Maintenance</u>

3.01 <u>IN GENERAL</u>: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY THE ASSOCIATION:

(a) The Association shall furnish the following and the cost thereof shall be Common Expenses:

(i) Maintenance (including snow removal from the Common Area), repair and replacement of the private drive, driveways, guest parking spaces and walkways located on the Premises;

(ii) Maintenance, repair and replacement of improvements installed by the Declarant or the Association on the Common Area, which may include, but shall not be limited to, monument signage and fencing;

(iii) Subject to the provisions of Section 3.06 and 3.07, grass cutting and maintenance of grass and landscaping located on the Premises; however, the watering of grass, shrubs, trees and other foliage on the Premises shall be governed by Section 8.10 below;

(iv) Maintenance, repair and replacement all portions of the storm sewer, sanitary sewer, sanitary sewer service, water main and water main service which are designated as the "Private Utilities" on Exhibit D, entitled the Private Utilities Exhibit, which is attached hereto and incorporated herein;

(v) To the extent not maintained by a utility company, maintenance, repair and replacement of the electric, gas and other utility lines, and components of air conditioning systems, if any, which (a) are located on the Premises, including, without limitation, those located in the Common Area and those which run under or through Homes, and (b) serve more than one Home;

(vi) All maintenance of the stormwater system for the Development, including maintenance of catch basins and the underground stormwater management system, permeable pavers and stone sub grade; and

(viii) any maintenance required to be furnished pursuant to a permit issued with respect to the Premises by the Metropolitan Water Reclamation District of Greater Chicago.

(b) The Association shall furnish all maintenance (including periodic painting), repairs and replacements to Home Exteriors (excluding, however, exterior window washing which shall be the responsibility of the Owner of each Home) and the cost thereof shall be Common Expenses.

(c) The Association shall maintain the grass, shrubs, trees, and flowers, if any, installed by the Declarant on the Common Area ("Initial Plantings") in accordance with generally accepted landscape maintenance standards, including mowing, trimming, fertilization, pruning, re-mulching, applications of insect and disease control, as needed, and any other maintenance which will promote the health of the Initial Plantings. If the Association fails to maintain the Initial Plantings in accordance with generally acceptable landscape maintenance standards and Initial Plantings die or decline as a result of this failure, then, the Association shall be responsible for the replacement of the declining or dead Initial Plantings, including, but not limited to replacements required by the Municipality in connection with the Municipality's acceptance of the Initial Plantings. All expenses incurred under this subsection shall be Common Expenses.

3.03 MAINTENANCE BY OWNER:

(a) Except as otherwise specifically provided for in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of his Home.

(b) The maintenance (other than periodic exterior painting), repairs and replacements of windows, window frames, window glass, doors (including garage and storm doors) and screening on a Home shall be the responsibility of the Owner of the Home; however, at the option of the Managers, such work shall be furnished by the Association and the cost thereof charged to the Owner of the Home with respect to which the work is done based on actual cost, as determined by the Managers in its or their reasonable judgment.

(c) To the extent not maintained by a utility company, maintenance, repair and replacement of water, sewer, electric, gas and other utility lines, and components of other

systems which serve only the Owner's Home and are located on any portion of the Premises, including, without limitation, on the Common Area, under the Owner's Home or other Homes, or on another Owner's Parcel, shall be the responsibility of the Owner of the Home served by any such utility lines or other system.

(d) If, in the judgment of the Managers, an Owner fails to maintain those portions of the Owner's Home which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Homes in the Development or in compliance with rules and regulations adopted by the Managers from time to time, then the Managers may, in its or their discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Managers, in its or their sole judgment, then the Managers may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

(e) Repairs and replacements which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.01 shall be made as provided in Section 4.06.

3.04 <u>CERTAIN UTILITY COSTS</u>: Certain utility costs incurred in connection with the use, operation and maintenance of the Common Area and Home Exteriors may not be separately metered and billed to the Association. Without limiting the foregoing, the Association shall have the right to use water from taps or spigots which may be located on a Parcel for the purpose of watering landscaping on the Common Areas. If the cost for such water or other utilities is metered and charged to individual Homes rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Managers, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Managers, the Owner of a Home is being charged disproportionately for costs allocable to the Common Area and Home Exteriors, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Managers is properly allocable to the Common Area and Home Exteriors and the amount thereof shall be Common Expenses hereunder.

Any determinations or allocations made hereunder by the Managers shall be final and binding on all parties.

3.05 <u>DAMAGE BY RESIDENT</u>: If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Parcel, damage shall be caused to the Common Area or a Home Exterior and maintenance, repairs or

replacements shall be required thereby, which would otherwise be a Common Expense, then the Owner of the Parcel shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Managers, to the extent not covered by insurance carried by the Association or an Owner.

3.06 <u>ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON</u> <u>AREA</u>:

(a) No alterations, additions or improvements shall be made to the Common Area without the prior approval of the Manager.

(b) The Association may cause alterations, additions or improvements to be made to the Common Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05.

(c) If the Association shall alter, in any way, landscaping which was installed by the Declarant on the Common Area in accordance with plans approved by the Municipality, and if the Municipality requires that the altered area be returned to its original state, then the Association shall be responsible for restoring the altered area in accordance with the plans approved by the Municipality and the cost thereof shall be a Common Expense.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO HOMES AND HOME EXTERIORS: No additions, alterations or improvements shall be made to any Parcel (including any portion of a Home which is visible from outside the Home, including, without limitation, the roof deck which serves the Home) by an Owner without the prior written consent of the Managers and, until the Declarant no longer holds title to any portion of the Development Area, the Declarant, and compliance with applicable ordinances, rules and regulations of the Municipality. The Managers may (but shall not be required to) condition its, or their, consent to the making of an addition, alteration or improvement to a Parcel which requires the consent of the Managers upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Managers may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Common Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires consent of the Managers and/or Declarant hereunder is made to a Parcel by an Owner without the prior written consent of the Managers or Declarant, or both, as applicable, then (i) the Managers may, in its, or their, discretion, take any of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Parcel to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), the Managers may cause such work to be done and may charge the Owner for the cost thereof as determined by the Managers or the Declarant, as applicable; or

(c) Ratify the action taken by the Owner, and the Managers may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its, or their, prior consent under this Section.

3.08 <u>SPECIAL SERVICES</u>: The Managers may furnish to an Owner or Owners special services relating to the use and occupancy of a Parcel or Parcels and may charge the cost of providing such services to the Owner or Owners who benefit from the service. Without limiting the foregoing, the Association may contract with a provider of a special service, such as satellite TV service, cable TV service, internet access or other similar service, either make such service available to all Parcels or offer such service to each of the Owners on a voluntary basis. The Managers may charge the Owner of each Parcel which receives any such service for the reasonable cost of providing such service, which may be allocated in equal shares for each of the Parcels which is served or on such other reasonable basis as the Managers may deem appropriate. Any amount charged to an Owner for services furnished pursuant to this Section shall be due and payable at such time or times as designated by the Managers and failure to pay any such amount shall give rise to a lien provided for in Section 6.01.

ARTICLE FOUR Insurance/Condemnation

4.01 <u>HAZARD INSURANCE</u>: The Managers shall have the authority to and shall obtain insurance for the Premises and all improvements thereto against loss or damage by fire and such other hazards as may be required under applicable requirements of Fannie Mae from time to time, as the Managers may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost of the Homes, including fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Homes; provided, that, unless specifically obtained by the Managers, the insurance coverage shall not be required to include any "Improvements and Betterments" to a Home. For purposes hereof, Improvements and Betterments shall include all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Home, including without limitation, electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built in cabinets, floor coverings, including, but not limited to, carpeting, wood and vinyl flooring, wall coverings and ceiling coverings, including, but not limited to, paint and paneling. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Managers as trustee for each of the Owners. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Managers, shall not be invalidated by any act or neglect of any Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Parcel, and (iv) shall contain waivers of subrogation with respect to the Association and its managers directors, officers, employees and agents (including the managing agent), Owners, occupants of the Home, First Mortgagees, the Declarant and shall name all such parties as additional insured parties as their interests may appear.

4.02 <u>INSURANCE TRUSTEE/USE OF PROCEEDS</u>: The Managers may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Managers for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Managers shall determine

consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Managers shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Homes, the Managers shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Home so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Homes. Payment by an insurance company to the Managers or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Managers of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Managers or the corporate trustee.

4.03 <u>OTHER INSURANCE</u>: The Managers shall also have the authority to and shall obtain the following insurance:

(a) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Premises or upon, in or about the streets, private drives and passageways and other areas adjoining the Premises, in such amounts as the Managers shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence).

(b) Such workers compensation insurance as may be necessary to comply with applicable laws.

(c) Employer's liability insurance in such amount as the Managers shall deem desirable.

(d) Fidelity bond indemnifying the Association, the Managers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Managers or the Owners in such amount as the Managers shall deem desirable and as required applicable regulations of Fannie Mae.

(e) Directors and officers (or equivalent thereof) liability insurance covering the Managers.

(f) Such other insurance in such reasonable amounts as is required under applicable regulations of the Fannie Mae or the Managers shall deem desirable.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the Association and First

Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

4.04 <u>OWNER'S RESPONSIBILITY</u>: Unless expressly advised to the contrary by the Managers, each Owner shall obtain his own insurance on the Improvements and Betterments within the Owner's Home (as defined in Section 4.01), and the contents of the Owner's Home and furnishings and personal property therein, and the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Managers shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Except as expressly determined by the Managers, the Managers shall not be responsible for obtaining insurance on Improvements and Betterments and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Home to a condition better than the condition existing prior to the making or installation of the Improvements and Betterments.

4.05 <u>WAIVER OF SUBROGATION</u>: The Association and each Owner hereby waive and release any and all claims which it or he may have against any other Owner, the Association, its Managers, the Declarant, and the managing agent if any, and their respective employees and agents, for damage to the Home or to any personal property located in a Home caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

4.06 <u>REPAIR OR RECONSTRUCTION</u>:

(a) In the case of damage by fire or other disaster to any Home (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Improvement.

(b) In the case of damage by fire or other disaster to any Home or building which contains Homes where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting, the Managers shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Managers under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Managers may, at its or their discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed.

(5) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement under subsection (4) above, then the Managers may, with the consent of Owners representing 75% of the Homes in the damaged building and First Mortgagees representing 75% of the Homes (by number) subject to Mortgages in the building, amend this Declaration to withdraw the building which includes the Damaged Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Managers. From and after the effective date of the amendment referred to above in this paragraph, the Owner of a Home located in the building which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Parcel if the amendment had not been Recorded; provided, that, the Parcel shall continue to be subject to the provisions of Section 3.07 hereof and upon issuance of an occupancy permit for a residential unit constructed on a Parcel removed from the terms hereof as provided above, the Parcel shall thereupon be subject to the terms hereof.

(c) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Premises as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(d) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Managers. Any reconstruction of the building shall be subject to the provisions of Section 3.07.

ARTICLE FIVE The Association

5.01 <u>IN GENERAL</u>: Declarant has caused or shall cause the Association to be organized as a limited liability company under the laws of the State of Illinois. The Association shall be the governing body for all of the Owners for the administration and operation of the Common Area and for the maintenance repair and replacement of the Common Area and certain portions of the Home Exteriors as provided herein.

5.02 <u>MEMBERSHIP</u>: Each Owner shall be a member of the Association. There shall be one membership per Parcel. There shall be two classes of membership. The Declarant shall be the "Class B Member" with respect to each Parcel which it owns from time to time. Each owner

other than the Declarant shall be a "Class A Member" with respect to each Parcel the Owner Owns. Membership shall be appurtenant to and may not be separated from ownership of a Parcel. Ownership of a Parcel shall be the sole qualification for membership. The purchasing Owner shall give to the Association written notice of the change of ownership of a Parcel within ten (10) days after such change

5.03 <u>VOTING MEMBERS</u>: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Parcel. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Parcel shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Parcel shall be designated by such Owner or Owners in writing to the Managers and if in the case of multiple individual Owners no designation is given, then the Voting Member for such Parcel.

5.04 <u>MANAGERS</u>: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time, who need not be Owners or Voting Members. After the Turnover Date, the Managers shall consist of that number of individuals provided for in the Operating Agreement, each of whom shall be an Owner or Voting Member.

5.05 <u>VOTING RIGHTS</u>: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, the Declarant, and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Parcel owned by a Class A Member shall have one vote for each Parcel which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Parcel which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Operating Agreement) upon an affirmative vote of a majority of the votes represented at such meeting by Voting Members and the Declarant, except as otherwise provided herein or in the Operating Agreement.

5.06 <u>MANAGERS LIABILITY</u>: The Managers of the Association shall not be personally liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Managers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or actual fraud. The Association shall indemnify and hold harmless the Declarant and each of the Managers, and its or their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the Managers on behalf of the Owners or the Association or arising out of their status as Managers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such Managers may be involved by virtue of such person being or having been such Manager; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Manager, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Managers there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Manager.

5.07 <u>MANAGING AGENT</u>: The Declarant (or an entity affiliated with the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 <u>REPRESENTATION</u>: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Common Area and Home Exteriors. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Common Area and Home Exteriors and any such settlement shall be final and shall bind all of the Owners.

5.09 <u>DISSOLUTION</u>: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Common Area owned by the Association shall be conveyed to the Owners as tenants in common.

5.10 <u>LITIGATION</u>: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Parcels to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the Operating Agreement or rules and regulations adopted by the Managers (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

5.11 <u>MERGER</u>: Prior to the Turnover Date, the Declarant, or after the Turnover Date, the Managers shall have the right, power and authority to convert the Association from an Illinois Limited Liability Company to an Illinois Not for Profit Corporation ("NFP Conversion"), as permitted under applicable laws of the State of Illinois, as amended from time to time ("IL Law"). In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and/or the Managers, as applicable, to make, consent to, and execute such documents as may be required under IL Law on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant and/or the Managers to make, consent to, and execute the NFP Conversion and take such other actions as the Declarant and/or the Managers deem necessary or appropriate to carry out the intent of the NFP Conversion, including, without limitation, adopting By-Laws for the Association to replace the Operating Agreement.

ARTICLE SIX Assessments

6.01 <u>PURPOSE OF ASSESSMENTS</u>: The assessments levied by the Association shall be exclusively to administer the affairs of the Association, to pay the Common Expenses, and to accumulate reserves for any such expenses.

6.02 <u>COMMON ASSESSMENT</u>: Each year on or before December 1, the Managers shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

(a) The estimated Common Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Common Expenses including, without limitation, amounts to maintain the Capital Reserve;

(c) The estimated net available cash receipts from the operation and use of the Common Area, plus the estimated excess funds, if any, from the current year's assessments;

(d) The amount of the "Common Assessment" payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;

(e) That portion of the Common Assessment which shall be payable by the Owner of each Parcel which is subject to assessment hereunder each month until the next Common Assessment or revised Common Assessment becomes effective, which monthly amount shall be equal to the Common Assessment, divided by the number of Parcels, divided by twelve (12), so that each Owner shall pay equal Common Assessments for each Parcel owned.

Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared by the Managers prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's then current plan for the Development ("Declarant's Development Plan") and (ii) all proposed Homes have been sold and are occupied. The Declarant's Development Plan shall be kept on file with the Association and may be modified from time to time by Declarant. Prior to the Turnover Date, each owner of a Parcel (other than Declarant) shall pay a Common Assessment equal to the total cash needs, as shown on the Stabilized Budget, divided by the total number of proposed Homes, as shown on the Declarant's Development Plan, divided by 12, so that each Owner (other than Declarant) will pay, with respect to each Parcel owned, a monthly Common Assessment equal to what such Owner would be paying with respect to the Owner's Parcel if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Homes have been built and are occupied. The Declarant shall not be obligated to pay any Common Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Common Assessments billed to Owners (other than Declarant), regardless of whether paid by

Owners, plus working capital contributions under Section 6.07 payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Common Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association. If, and to the extent that, the final accounting determines that the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association shall pay such excess to the Declarant.

6.03 <u>PAYMENT OF COMMON ASSESSMENT</u>: On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Common Assessment, each Owner of a Parcel which is subject to assessment shall pay to the Association, or as the Managers may direct, that portion of the Common Assessment which is payable by each Owner of a Parcel under Section 6.02. For purposes hereof, a Parcel shall only be subject to assessment hereunder from and after such time as a temporary, conditional or permanent occupancy certificate has been issued with respect to the Home constructed thereon.

6.04 <u>REVISED ASSESSMENT</u>: If the Common Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Managers may increase or decrease the assessment payable under Section 6.02(e) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 <u>SPECIAL ASSESSMENT</u>: After the Turnover Date, the Managers may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Common Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Parcels in equal shares. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question. The Managers shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Managers. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 <u>CAPITAL RESERVE</u>: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Area and those portions of the Home Exteriors with respect to which the Association is responsible for repair and replacement (the "Capital Reserve"). The Managers shall determine

the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area, the portions of the Home Exteriors for which the Association is responsible and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area, the portions of the Home Exteriors for which the Association is responsible and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Common Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Areas, Home Exteriors and other property owned by the Association, shall be held by the Association as agent and trustee for the Owners of Homes with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Managers prior to the Turnover Date shall include reserve buildups which the Managers deem to be appropriate based on information available to the Managers. Managers elected by the Owners after the Turnover Date may use different approaches from those used by Declarant, as the Managers prior to the Turnover Date for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Common Area, those portions of the Parcels and Home Exteriors for which the Association is responsible for repair and replacement and other property owned by the Association. If the Managers chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Managers provide for in the budget does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Managers nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Managers shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Common Assessments, separate assessments or special assessments.

6.07 <u>INITIAL CAPITAL CONTRIBUTION</u>: Upon the closing of the sale of each Home by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to three (3) monthly installments of the then current Common Assessment for that Home and an amount equal to the current annual fire and extended coverage insurance premium allocable to the Home, which amounts shall be held and used by the Association for its working capital needs (and not as an advance payment of the Common Assessment). In addition, the purchasing Owner shall pay to the Association the sum of One Hundred Dollars (\$100.00), which shall be added to the Capital Reserve.

6.08 <u>PAYMENT OF ASSESSMENTS</u>: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Parcel and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN <u>Collection of Charges and</u> <u>Remedies for Breach or Violation</u>

7.01 <u>CREATION OF LIEN AND PERSONAL OBLIGATION</u>: The Declarant hereby covenants, and each Owner of a Parcel by acceptance of a deed therefor (whether or not it shall

be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Parcel. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Parcel against which such Charge is made and also shall be the personal obligation of the Owner of the Parcel at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 <u>COLLECTION OF CHARGES</u>: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 <u>NON-PAYMENT OF CHARGES</u>: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Managers may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Common Area or by abandonment or transfer of his Parcel.

7.04 <u>LIEN FOR CHARGES SUBORDINATED TO MORTGAGES</u>: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Parcel which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Parcel. Where title to a Parcel is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Parcel shall be personally liable for his share of the Charges with respect to which a lien against his Parcel has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Common Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Parcel, as provided in this Article.

7.05 <u>SELF-HELP BY MANAGERS</u>: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the Operating Agreement, or rules or regulations of the Managers, where such violation or breach may be cured or abated by affirmative action, then the Managers, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 <u>OTHER REMEDIES OF THE MANAGERS</u>: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or

any rules and regulations adopted hereunder the Managers may levy a fine or the Managers may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Parcel to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 <u>COSTS AND EXPENSES</u>: All costs and expenses incurred by the Managers in connection with any action, proceedings or self-help in connection with exercise of its or their rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Parcel as provided in Section 7.01.

7.08 <u>ENFORCEMENT BY OWNERS</u>: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Parcel to enforce any lien created hereunder.

ARTICLE EIGHT Use Restrictions

8.01 <u>INDUSTRY/SIGNS</u>: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Common Area or any Home Exterior, except as permitted by the Managers or as permitted under Article Nine.

8.02 <u>UNSIGHTLY USES</u>: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Home Exterior or the Common Area. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. The Managers shall have the right to adopt reasonable rules and regulations concerning window treatment or other decorating within a Home which is visible from outside the Home. All rubbish and refuse shall be deposited in such areas and in such receptacles as shall be designated from time to time by the Managers or the Municipality.

8.03 <u>SATELLITE DISHES/ANTENNAE</u>: Subject to applicable federal, state and local regulations, laws and ordinances, no television antenna, radio receiver or transmitter or other similar device shall be attached to or installed on any portion of any Home Exterior or the Common Area without the prior written approval of the Managers.

8.04 **RESIDENTIAL USE ONLY**:

(a) Except as provided in Article Nine or in subsections (b) and (c) of this Section, each Home shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises.

(b) No Resident shall be precluded with respect to his Home, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Home.

8.05 <u>PARKING</u>:

(a) There shall be no parking in the driveways or drive aisles which serve the homes.

(b) Guest parking spaces are intended for parking by guests and invitees of residents. No vehicle shall be permitted to park in a guest parking space for more than twenty-four (24) hours without the prior written consent of the Managers

(c) Unless expressly permitted by the Managers, no boat, truck (other than a pickup truck which is used as a personal vehicle), recreational vehicle, trailer, commercial vehicle or other similar vehicle shall be parked or stored on any portion of the Premises (other than a garage which is part of a Home). Except for emergencies, no repairs or maintenance work shall be performed on any vehicle on the Premises (other than within a garage).

(d) The parking of vehicles on the Premises shall be subject to rules and regulations adopted by the Managers from time to time, which rules and regulations may provide for the removal of any violating vehicles at the vehicle owner's expense or for the imposition of a fine for a violation of the rules and regulations.

8.06 <u>OBSTRUCTIONS</u>: Except as permitted under Section 9.03 there shall be no obstruction of the Common Area, and nothing shall be stored in the Common Area without the prior written consent of the Managers.

8.07 <u>PETS</u>: No animal of any kind shall be raised, bred or kept in the Common Area. The Managers may from time to time adopt rules and regulations governing the (a) keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home, and (b) use of the Common Area by pets, including, without limitation, rules and regulations which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Managers to the Owner of the Home containing such pet and the decision of the Managers shall be final.

8.08 <u>NO NUISANCE</u>: No noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.09 <u>STRUCTURAL IMPAIRMENT</u>: Nothing shall be done in, on or to any part of the Premises which would impair the structural integrity of any Home located thereon.

8.10 <u>WATERING</u>: The Managers may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Common Areas. Without limiting the foregoing, the Managers may require the Owner of a particular Parcel to be responsible for

watering specific portions of the Common Area as designated from time to time by the Managers.

8.11 <u>BALCONIES / GRILLS</u>: The use and placement of grills and other seasonal items on balconies shall be subject to applicable ordinances of the Municipality and rules and regulations adopted by the Managers from time to time. Without limiting the foregoing, the use of charcoal grills on balconies and roof decks is prohibited.

8.12 <u>USE AFFECTING INSURANCE</u>: Nothing shall be done or kept in any Home or on the Common Areas which will increase the rate of insurance on the Premises, without prior written consent of the Managers. No Owner shall permit anything to be done or kept in his Home on the Common Areas which will result in the cancellation of insurance on the Premises or which would be in violation of any law.

ARTICLE NINE <u>Declarant's Reserved Rights and</u> <u>Special Provisions Covering Development Period</u>

9.01 <u>IN GENERAL</u>: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the Operating Agreement, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the Operating Agreement to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights reserved to the Declarant in this Article shall terminate one (1) year from such time as the Declarant is no longer vested with or in control of title to any portion of the Development Area ("Declarant Rights Period").

9.02 <u>PROMOTION OF PROJECT</u>: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Development Area or at other properties in the general location of the Development Area which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Common Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any Home owned by it to any person or entity which it deems appropriate in its sole discretion and it need not comply with the provisions of Section 2.15.

9.03 <u>CONSTRUCTION ON PREMISES</u>: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Homes or the Common Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting

of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 <u>GRANT OF EASEMENTS AND DEDICATIONS</u>: Declarant shall have the right to dedicate portions of the Common Area to the County, Municipality or other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Common Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer, water lines and cable television, or any other utility services serving any Parcel.

9.05 <u>DECLARANT CONTROL OF ASSOCIATION</u>: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time who need not be Owners or Voting Members. Initially the Declarant shall be the sole Manager. The rights and powers of the Declarant to manage the affairs of the Association, or designate the Managers of the Association shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, or (iii) ten (10) years from the date of Recording hereof. The date on which the Declarant's rights under this Section shall terminate shall be constituted and elected as provided in the Operating Agreement. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

9.06 <u>OTHER RIGHTS</u>: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 <u>ASSIGNMENT BY DECLARANT</u>: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 <u>ARCHITECTURAL CONTROLS</u>: Prior to such time as the Declarant no longer holds or controls title to any portion of the Development Area, no additions, alterations or improvements (including, without limitation, changes in the exterior color of a Home or construction or installation of a shed, outbuilding, deck, patio, terrace, antennae, satellite dish or similar changes) shall be made to the exterior of any Home or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval hereunder is made to a Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

9.09 <u>MATTERS AFFECTING COMMON AREA</u>: During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of any of the Common Area legally described in Section II.B. of Exhibit B attached hereto (each a "Common Area Lot") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on any portion of any Common Area Lot without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's plan for the development, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01(vi) to withdraw and remove any portion or portions of a Common Area Lot from the Common Area Lot or Common Area Lots which are so withdrawn and removed from the Common Area to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

ARTICLE TEN <u>Amendments</u>

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Parcels, (iii) to correct omissions, errors, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, and/or (vi) to amend Exhibit B to withdraw and remove all, or any portion, of the Common Area Lots (as defined in Section 9.08), which upon the Recording hereof or in a Supplemental Declaration were designated as part of the Common Area, from the terms of the Declaration so that the portion or portions so withdrawn and removed shall no longer be Common Area hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declarant to record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 <u>AMENDMENT</u>: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole

or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent of the total votes or by an instrument consented to, in writing, executed by Owners of at least Seventy-Five Percent (75%) of the Parcels; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, and (ii) until such time as the rights and powers of the Declarant under Article Nine terminate, the provisions of Article Nine, Article Fourteen or any provisions of this Declaration relating to the rights and powers of the Declarant may only be amended with the written consent of the Declarant. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Parcel shall no longer have the legal access to a public way from his Parcel. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN First Mortgagees Rights

11.01 <u>NOTICE TO FIRST MORTGAGEES</u>: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Parcel covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any substantial damage to any part of the Common Area or the Parcel subject to the First Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area or the Parcel subject to the First Mortgagee's mortgage;

(g) Notice of any default by the Owner of the Parcel which is subject to the First Mortgagee's mortgage under this Declaration, the Operating Agreement or the rules and regulations of the Association which is not cured within 30 days of the date of the default;

(h) The right to examine the books and records of the Association at any reasonable times;

(i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Parcels (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Common Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by Operating Agreement which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Parcel;

(2) The withdrawal of the Premises from the provisions of this Declaration; provided, that, such consent of Eligible First Mortgagees will not be required with respect to any action under (1) above which occurs as a result of any action taken pursuant to Article Twelve.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.

11.03 <u>INSURANCE PROCEEDS/CONDEMNATION AWARDS</u>: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Premises or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Common Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Parcel with respect to any such distribution to or with respect to such Parcel; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged improvements or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE Annexing Additional Property

12.01 <u>IN GENERAL</u>: Declarant reserves the right at any time and from time to time prior to ten (10) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Common Area shall be referred to as "Added Parcels". After the expiration of said ten (10) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Parcels then subject to this Declaration is first obtained.

12.02 <u>POWER TO AMEND</u>: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 <u>EFFECT OF SUPPLEMENTAL DECLARATION</u>: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Common Area, or Added Parcels to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Parcel shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Parcels immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Common Area or the Added Parcels, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof; (d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Parcel or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Parcel which is subject to assessment hereunder shall be responsible for the payment of the Common Assessment pursuant to Section 6.02(e) or Section 6.08, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Parcel became subject to assessment hereunder.

ARTICLE THIRTEEN Party Walls

13.01 <u>PARTY WALL</u>: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Homes shall constitute and be a "Party Wall", and the Owner of a Parcel immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

13.02 <u>RIGHTS IN PARTY WALL</u>: Each Owner of a Parcel, which is adjacent to a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

13.03 DAMAGE TO PARTY WALL:

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Parcel which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall, with prior notice to the Association and the Owner of the other adjoining Parcel, forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Parcel.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Parcel which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Parcels to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Home Exterior with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association as a Common Expense to the extent not covered by insurance.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Managers may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Parcel.

13.04 <u>CHANGE IN PARTY WALL</u>: Any Owner of a Parcel who proposes to modify, rebuild, repair or make additions to any structure upon his Parcel in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Parcel and the Managers, in addition to meeting any other requirements which may apply including, without limitation, those of the Municipality. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant or the Original Declarant concerning the structural integrity of the Party Wall or either of the Homes adjacent to the Party Wall shall be null and void and the Owner who alters the Party Wall shall be responsible for any and all damage caused to either of the adjacent Homes or improvements thereto.

13.05 <u>ARBITRATION</u>: In the event of a disagreement between Owners of Parcels adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Managers and the decision of the Managers shall be final and binding.

ARTICLE FOURTEEN Miscellaneous

14.01 <u>NOTICES</u>: Any notice required to be sent to any Owner under the provisions of this Declaration or the Operating Agreement shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such mailing, delivered to his or its Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 <u>CAPTIONS</u>: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 <u>SEVERABILITY</u>: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 <u>PERPETUITIES AND OTHER INVALIDITY</u>: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting

restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 <u>TITLE HOLDING LAND TRUST</u>: In the event title to any Parcel is held by a title holding trust, under the terms of which all powers of management, operation and control of the Parcel remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Parcel. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Parcel and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Parcel.

14.06 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Home from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall have the right to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

[Signature page follows]

Dated: _____, 20

DECLARANT:

LEXINGTON AVENUE AT OAK PARK LLC, an Illinois limited liability company

- By: Lexington Homes L.L.C., an Illinois limited liability company, Manager
 - By: Lexington Homes Illinois Inc., an Illinois corporation, Manager

By: ______ Jeffrey Benach, Authorized Signatory

STATE OF _____)) SS COUNTY OF _____)

I, _____, a Notary Public in and for said County and State, do hereby certify that Jeffrey Benach, authorized signatory for Lexington Homes Illinois Inc., which is the manager of Lexington Homes L.L.C., which is the manager of Lexington Avenue at Oak Park LLC, an Illinois limited liability company (the "Company"), appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of , 20.

Notary Public

CONSENT OF MORTGAGEE

recorded in the office of the Reco	, as h	older of a 1	nortgage date	ed	, and
recorded in the office of the Reco	order of Deed	ds of Cook	County, Illin	nois, on	,
as Document No.	, with resp	pect to the	Premises, her	reby consents to t	he
recording of the Declaration to w	hich this Co	nsent is att	ached and ag	rees that its mort	gage shall
be subject to the terms of this De					
5	· · · · · · · , · · ·	- II - I			
Dated:	, 20				
	-				
]	By:			
		Its			
STATE OF ILLINOIS)					
) SS.					
) SS. COUNTY OF)					
The undersigned, a Notar					
	tl	he			of
acknowledged that [he][she] sign					
voluntary act, and as the free and	voluntary a	ct of the M	ortgagee, for	the uses and purp	poses
therein set forth.					
GIVEN under my hand an	nd Notarial S	Seal this	_ day of		, 20

Notary Public

EXHIBIT A TO DECLARATION FOR LEXINGTON AVENUE AT OAK PARK TOWNHOMES

The Development Area

[To be completed prior to recording.]

EXHIBIT B TO DECLARATION FOR LEXINGTON AVENUE AT OAK PARK TOWNHOMES

The Premises

[To be completed prior to recording.]

I. <u>LOTS</u>:

THE FOLLOWING DESCRIBED LOTS SHALL BE DIVIDED INTO PARCELS AS DESCRIBED IN SECTION 1.18 OF THE DECLARATION TO WHICH THIS EXHIBIT IS ATTACHED:

II. <u>COMMON AREA</u>:

A. ALL PORTIONS OF EACH LOT DESCRIBED IN SECTION I. ABOVE, OUTSIDE OF THE HOMES ON THE LOT.

В. .

PINS:

EXHIBIT C TO DECLARATION FOR LEXINGTON AVENUE AT OAK PARK TOWNHOMES

Operating Agreement

OPERATING AGREEMENT OF LEXINGTON AVENUE AT OAK PARK TOWNHOME OWNERS ASSOCIATION, LLC

This Operating Agreement is entered into as of ______, 20__, in Chicago, Illinois, between Lexington Avenue at Oak Park Townhome Owners Association, LLC, an Illinois limited liability company (the "Association"), and Lexington Avenue at Oak Park LLC, an Illinois limited liability company, its sole Member (sometimes referred to herein as the "Declarant").

A. Articles of Organization for the Association were filed with the Secretary of State of Illinois on ______, 20__; and

B. Declarant desires to set forth the terms and conditions governing the management, operation and affairs of the Association.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I NAME OF ASSOCIATION

The full legal name of the Association is Lexington Avenue at Oak Park Townhome Owners Association, LLC.

ARTICLE II PURPOSE AND POWERS

2.01 <u>PURPOSES</u>: The purposes of the Association are to act on behalf of its Members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property, for the promotion of the health, safety and welfare and the common use and enjoyment thereof by Members of the Association. This Operating Agreement is attached as an Exhibit to Declaration for Lexington Avenue at Oak Park Townhomes ("Declaration") recorded with the Office of the Recorder of Deeds for Cook County, Illinois, as amended or supplemented from time to time. All terms used herein (if not otherwise defined herein) shall have the meanings set forth in the Declaration.

2.02 <u>POWERS</u>: The Association shall have and exercise all powers as are now or may

hereafter be granted by the Illinois Limited Liability Company Act (the "Act"), the Declaration and this Operating Agreement.

2.03 <u>TAX STATUS</u>. It is intended that the Association shall be treated as an association taxable as a corporation and, to the extent determined from time to time by the Board (as hereafter defined), shall elect to be treated as a "homeowners association" under Section 528 of the Internal Revenue Code, or any successor provision thereto.

ARTICLE III OFFICES

3.01 <u>REGISTERED OFFICE</u>: The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 <u>PRINCIPAL OFFICE</u>: The Association's principal office shall be maintained on the Development Area or at the office of the managing agent employed by the Association, if any.

ARTICLE IV MEETINGS AND ACTIONS OF MEMBERS

4.01 <u>MEMBERSHIP</u>. The Owner from time to time of each Lot shall automatically be a "Member" of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. The Declarant shall be the "Class B Member" with respect to Lots which it owns from time to time. Each owner other than the Declarant shall be a "Class A Member" with respect to each Lot the Owner Owns. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

4.02 <u>VOTING RIGHTS</u>: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Lot, in writing or by electronic notice to the Association, and such representative shall be deemed a "Voting Member", as defined in the Declaration; provided, that, prior to the First Meeting (as defined in Section 4.04 below), the voting rights shall be vested exclusively in the Class B Member (the Declarant) and the Owners other than Declarant shall have no voting rights. From and after the First Meeting, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one vote for each Lot which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.03 <u>PLACE OF MEETING; QUORUM</u>: Meetings of the Members shall be held at the principal office of the Association or at such other place in Cook County, Illinois, as may be

designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Voting Members representing at least twenty percent (20%) of the total votes shall constitute a quorum; provided, however, that in the event quorum in not met for a particular meeting, the number of Voting Members required for quorum shall be reduced by fifty percent (50%) and shall continue to be reduced by fifty percent (50%) until such time as quorum is met and a meeting can be held. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting, including any matter which, under the Act, would otherwise require the unanimous consent of the Members.

4.04 <u>ANNUAL MEETINGS</u>: The first meeting of the Members ("First Meeting") shall be held upon not less than twenty-one (21) days' written notice given by the Declarant to the Members. If not called earlier by the Declarant, the First Meeting shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members ("Annual Meeting") on the anniversary of the First Meeting, or at such other reasonable time or date (not more than thirty (30) days before or after such date) upon not less than twenty-one (21) days written notice given by the Board to the Members.

4.05 <u>SPECIAL MEETINGS</u>: A special meeting of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. A special meeting shall be called by written notice to the Members by Declarant (prior to the First Meeting), a majority of the Board (after the First Meeting), or by twenty percent (20%) of the Voting Members (after the First Meeting), and delivered not less than twenty-one (21) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.06 <u>NOTICE OF MEETINGS</u>: Notices of meetings required to be given herein may be delivered either personally, by U.S. Mail or by E-mail to the Members, addressed to such Member at the address given by such Member to the Board for the purpose of service of such notice or to the Parcel of the Member, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

4.07 <u>NO DUTY OWED BY MEMBERS</u>: Except as otherwise provided herein or in the Declaration, a Member who is not also a Manager (as hereafter defined) owes no duty to the Association or to the other Members solely by reason of being a Member.

4.08 <u>NO SERVICES DUE FROM MEMBERS</u>: No Member shall be required to perform any services for the Association solely by reason of being a Member. No Member shall be entitled to any compensation for any services performed by such Member for the Association unless otherwise determined by the Board.

4.09 <u>INDEMNIFICATION</u>: The Association shall indemnify each Member for all authorized acts performed by such Member in respect of the Association, to the full extent

permitted by the Act, but in no event for a Member's material breach of this Operating Agreement, criminal conduct, gross negligence or any fraudulent act committed by the Member.

ARTICLE V BOARD OF MANAGERS

5.01 <u>IN GENERAL</u>: After the First Meeting, the affairs of the Association shall be vested in the board of managers (the "Board"), which shall consist of three (3) persons (each a "Manager" and, collectively, the "Managers"), or such other number of persons as shall be fixed from time to time by the affirmative vote of not less than fifty percent (50%) of the Voting Members.

5.02 <u>DECLARANT AS MANAGER</u>: Anything herein to the contrary notwithstanding, the Declarant shall be the sole Manager and sole member of the Board until the First Meeting.

5.03 <u>DELIVERY OF DOCUMENTS</u>: Within sixty (60) days of the First Meeting, the Declarant shall deliver to the Board:

(a) Original copies of the Declaration, this Operating Agreement and the Association's Articles of Organization and any other documents filed with the Secretary of State of the State of Illinois.

(b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant.

(c) All Association funds and bank accounts.

(d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the property to the Association.

5.04 <u>ELECTION</u>: At the First Meeting, the Voting Members shall elect a full Board to replace the Declarant as the sole Manager. The two (2) candidates receiving the greatest number of votes shall each serve a two-year term and the candidate receiving the next greatest number of votes shall serve a one- year term. Thereafter, each Manager shall serve a two-year term. Each Manager shall hold office until his term expires or until his successor has been elected and qualified. Managers may succeed themselves in office. In all elections for Managers, each Class A Member shall be entitled to the number of votes equal to the number of Managers to be elected, and the Class B Member shall be entitled to the number of votes for each candidate that the Class B Member shall be entitled to cast up to 10 votes for each candidate that the Class B Member votes for.

5.05 <u>BOARD MEETINGS</u>: After the First Meeting, regular meetings of the Board shall be held at such time and place as shall be determined at the Annual Meeting or, from time to time, by a majority of the Board, provided that (i) the Board shall hold a meeting within thirty

(30) days of the Annual Meeting, and (ii) not less than three (3) Board meetings (in addition to the Annual Meeting) shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Manager, personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting and such notice shall be posted conspicuously on the Premises so as to inform the Members of such meetings.

5.06 <u>SPECIAL MEETINGS</u>: After the First Meeting, a special meeting of the Board may be called by the President or at least one-third (1/3) of the Managers then serving.

5.07 <u>WAIVER OF NOTICE</u>: Before or at any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.08 <u>QUORUM</u>: A majority of the Managers serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Managers are present at said meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Managers present at a meeting at which a quorum is present ("Board Action").

5.09 <u>POWERS AND DUTIES OF THE BOARD</u>: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, this Operating Agreement, and the Act, including, without limitation, the following powers and duties:

(a) To engage the services of a managing agent upon such terms and with such authority as the Board may approve;

(b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;

(c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Area for which the Association is responsible under the Declaration and this Operating Agreement;

(d) To procure insurance as provided for under the Declaration;

(e) To estimate and provide each Member with an annual budget showing the Common Expenses;

(f) To set, give notice of, and collect from the Members, Common Assessments and other assessments, as provided in the Declaration;

(g) To pay the Common Expenses;

(h) Subject to the provisions of the Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;

(i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Common Area, and for the health, comfort, safety and general welfare of the Members and Residents. Written notice of any such rules and regulations or amendments thereto shall be given to all Residents affected thereby;

(j) To delegate the exercise of its power to committees appointed pursuant to Article Seven of this Operating Agreement;

(k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof; and

(1) To convey all or substantially all of the Association's assets to, merge with, or convert to, another entity, including a not-for-profit corporation, to the extent permitted by law.

5.10 <u>COMPENSATION/REIMBURSEMENT FOR EXPENSES</u>: Managers shall receive no compensation, except as expressly provided in a resolution duly adopted by not less than 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Manager shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his or her duties as a Manager.

5.11 <u>REMOVAL OR RESIGNATION OF A MANAGER</u>: Prior to the First Meeting, the Declarant may not be removed as Manager without the Declarant's written consent. After the First Meeting, any Manager may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Managers then serving at any Annual Meeting or at a special meeting called for such purpose. Any Manager may resign at any time by submitting his written resignation to the Board. If after the First Meeting, a Manager ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Manager who resigns may be appointed by a majority of the remaining Managers at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

5.12 <u>NO EXCLUSIVE DUTY</u>: Except as otherwise provided in this Operating Agreement, the Managers shall not be required to manage the Association as their sole and exclusive function and the Managers may have other business interests and engage in other activities in addition to those relating to the Association. Neither the Association nor any

Member shall have any right to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom.

5.13 <u>LIMITATION OF LIABILITY</u>: The Managers shall perform the duties of the Manager in good faith, in a manner which the Managers believe to be in the best interests of the Association, and with such care as an ordinarily prudent individual in a like position would use under similar circumstances. See Section 5.06 of the Declaration for provisions concerning limitations on the liability of Managers and other indemnification provisions.

5.14 <u>INDEMNIFICATION</u>: The Association shall indemnify each Manager for all acts performed by the Manager in respect of the Association, to the full extent permitted by the Act, but in no event for fraud, deceit, theft, misappropriation, embezzlement, willful misconduct or gross negligence relating to the Association.

ARTICLE VI OFFICERS

6.01 <u>OFFICERS</u>: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate and shall hold office at the discretion of the Board. After the First Meeting, officers shall be Managers and shall be elected annually at the first Board meeting following the Annual Meeting.

6.02 <u>VACANCY OF OFFICE</u>: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Managers in office, either with or without cause. Any officer may resign at any time by submitting his or her written resignation to the Board. If after the First Meeting, an officer ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of an officer who resigns or is removed may be appointed by the Board at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

6.03 <u>POWERS OF OFFICERS</u>: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and at all meetings of the Board and shall execute amendments to the Declaration and this Operating Agreement as provided in the Declaration and this Operating Agreement.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have charge of such other books, papers and documents as the Board

may prescribe;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.04 <u>OFFICERS' COMPENSATION</u>: The officers shall receive no compensation for their services, except as expressly provided by a resolution duly adopted by not less than 75% of the Voting Members.

ARTICLE VII COMMITTEES DESIGNATED BY BOARD

7.01 <u>BOARD COMMITTEES</u>: The Board may, by Board Action, designate one or more committees, each of which shall consist of two or more Managers, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed by law upon the Board or any individual Manager.

7.02 <u>SPECIAL AND STANDING COMMITTEES</u>: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by Board Action. Except as otherwise provided in such resolution, members of each such special committee shall be Members or Voting Members and the President shall appoint the members of such special committee, as well as a Manager to act as the liaison between the special committee and the Board. Any member of such special committee may be removed by the President whenever in his or her judgment the best interests of the Association shall be served by such removal. The powers and the duties of any standing committee shall be as set from time to time by resolution of the Board. The President shall designate a Manager (who shall act as the liaison between the standing committee and the Board) to serve as the chairman of each standing committee, and the other members of the standing committee (who need not be Managers) shall be appointed and removed from time to time by such chairman.

7.03 <u>TERM</u>: Each member of a committee shall continue as such until the next Annual Meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 <u>CHAIRPERSON</u>: Except as otherwise provided in Section 7.02, one member of each committee shall be appointed chairperson.

7.05 <u>VACANCIES</u>: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.

7.06 <u>QUORUM</u>: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 <u>RULES</u>: Each committee may adopt rules for its own governance not inconsistent with the Declaration, this Operating Agreement or with rules adopted by the Board.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 <u>CONTRACTS</u>: The Board may authorize any officer of officers, agent or agents of the Association, in addition to the officers so authorized by this Operating Agreement, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

8.02 <u>PAYMENTS</u>: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03 <u>BANK ACCOUNTS</u>: All funds of the Association not otherwise employed shall be deposited from time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 <u>SPECIAL RECEIPTS</u>: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX FISCAL MANAGEMENT

9.01 <u>FISCAL YEAR</u>: The fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

9.02 <u>ANNUAL STATEMENT</u>: Within a reasonable time after the close of each fiscal year, the Board shall furnish each Member with a statement of the income and disbursements of the Association for such fiscal year.

9.03 <u>SPECIAL STATEMENT</u>: Within ten (10) days after receipt of a written request from a Member, the Board shall provide the Member with a statement containing the following information:

(a) The status of the Member's account and the amount of any unpaid assessments or other charges due and owing from the Member; and

(b) The status and amount of any and all Capital Reserves.

9.04 <u>ASSESSMENT PROCEDURE</u>: Common Assessments and special assessments shall be made and collected as provided in the Declaration.

ARTICLE X TRANSFER OF MEMBERSHIP

10.01 <u>MEMBERSHIP</u>: The Owner of each Parcel shall automatically be a Member of the Association. There shall be one membership per Parcel. Membership shall be appurtenant to and may not be separated from ownership of a Parcel. Ownership of a Parcel shall be the sole qualification for membership. The Association shall be given written notice of a proposed change of ownership of a Parcel within ten (10) days prior to such change. Any attempt to transfer membership in the Association separate from ownership of a Parcel shall be invalid, null and void, and of no force and effect.

10.02 <u>NO VOLUNTARY DISSOCIATION</u>: Except as otherwise provided by Section 10.01 above, a Member shall not be permitted to voluntarily dissociate from the Association.

ARTICLE XI BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record including the following: (i) the names and last known address of the Members, setting forth the date on which each became a Member; (ii) a copy of the Articles of Organization of the Association, as amended or restated, together with executed copies of any powers of attorney pursuant to which any articles, applications, or certificates have been executed; (iii) copies of the Association's financial statements and federal, state, and local income tax returns and reports for the three (3) most recent years, where applicable; and (4) copies of the Operating Agreement and any amendments thereto. All books and records of the Association may be inspected and copied by any Member, or his or her mortgagee, agent or attorney, at any reasonable time. The Member shall reimburse the Association for all costs and expenses incurred by the Association in connection with that Member's inspection and copying of such records.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.01 <u>GOVERNING LAW</u>. This Operating Agreement shall be interpreted in accordance with the internal laws of the State of Illinois, without regard to its rules governing conflict of laws.

12.02 <u>VALIDITY</u>. The provisions of this Operating Agreement are intended to be interpreted and construed in a manner which renders them valid and enforceable. In the event that any provision of this Operating Agreement is found to be invalid or unenforceable, such provision shall be deemed excised from this Operating Agreement without affecting the validity or enforceability of any of the remaining provisions hereof.

12.03 <u>JURISDICTION AND VENUE</u>. All disputes arising under or in connection with this Operating Agreement shall be resolved and disposed of by the federal and state courts located in the County where the Declaration is recorded, and the Association, Managers, and Members irrevocably consent to the exclusive personal jurisdiction of such courts and venue therein.

ARTICLE XIII AMENDMENTS

This Operating Agreement may be amended or modified at any time, or from time to time, by the affirmative vote of two-thirds of the Managers then serving provided, that (i) no provision of this Operating Agreement may be amended or modified so as to conflict with the provisions of the Declaration or the Act, and (ii) no provision contained in this Operating Agreement which affects the rights of the Class B Member may be amended or modified without the written consent of the Class B Member.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the first date set forth above.

ASSOCIATION:

Lexington Avenue at Oak Park Townhome Owners Association, LLC, an Illinois limited liability company

- By: Lexington Avenue at Oak Park LLC, an Illinois limited liability company, Manager
 - By: Lexington Homes L.L.C., an Illinois limited liability company, Manager
 - By: Lexington Homes Illinois Inc., an Illinois corporation, Manager

By:

Jeffrey Benach, Authorized Signatory

MEMBER/DECLARANT:

Lexington Avenue at Oak Park LLC, an Illinois limited liability company, Manager

- By: Lexington Homes L.L.C., an Illinois limited liability company, Manager
 - By: Lexington Homes Illinois Inc., an Illinois corporation, Manager

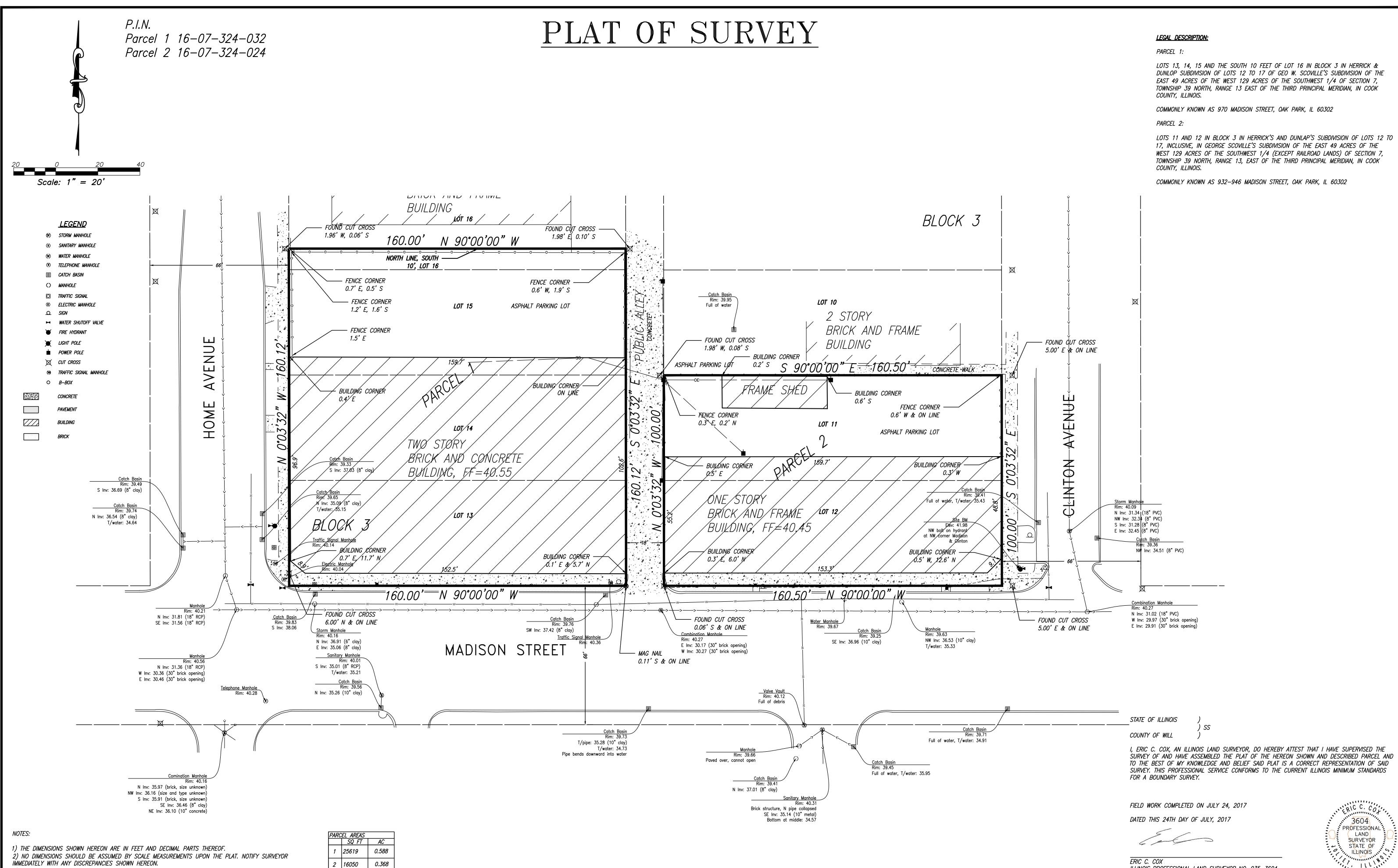
By:

Jeffrey Benach, Authorized Signatory

EXHIBIT D TO DECLARATION FOR LEXINGTON AVENUE AT OAK PARK TOWNHOMES

Private Utilities Exhibit

[See attached]



3) FIELD WORK COMPLETED ON JULY 24, 2017.



	DRAWN: CSHCHK'D. E0DESIGNED: -APPRV'D: E0DATE:JULY 24, 2017SCALE:1" = 20'		
932–946, 970 MADISON PLAT OF SURVEY	PROJECT NUME	- 7068	

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3604 RENEWAL DATE: NOVEMBER 30, 2018

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Lexington Avenue at Oak Park Tab 6 Reports & Studies March 19, 2018

<u>Contents</u>

- 6a. Environmental Assessment (Executive Summary*)
- 6b. Village Services Report*
- 6c. Market Feasibility Report*



Environmental Assessment

The Village of Oak Park performed a Phase I Environmental Site Assessment on February 3, 2017, which identified a former dry cleaner at the site at address 942 Madison Street. During demolition activities dry cleaning solvents were discovered which will require enrolling the site in the Illinois Environmental Protection Agency Site Remediation Program to obtain a No Further Remediation letter. Per the approved RDA the Village is responsible for costs for environmental remediation. The developer is currently performing an environmental preliminary site assessment to identify the extent of any contamination and determine remediation methodologies and objectives.

February 3, 2017 Project No. 4180-301-02-01

PHASE I ENVIRONMENTAL SITE ASSESSMENT

932-946 AND 970 MADISON STREET OAK PARK, ILLINOIS

PREPARED FOR:



Village of Oak Park 201 South Boulevard Oak Park, Illinois 60302

PREPARED BY



EXECUTIVE SUMMARY

The Village of Oak Park (the *user*) retained **Weaver Consultants Group North Central, LLC** (WCG) to perform a *Phase I Environmental Site Assessment* (ESA) of the property located at 932-946 and 970 Madison Street in Oak Park, Illinois. The property is comprised of two parcels of land. The eastern parcel of land is comprised of the portion of the property located at the addresses 932-946 Madison Street, Oak Park, Illinois (the Eastern Parcel). The western parcel of land is comprised of the portion of the property located at the address 970 Madison Street, Oak Park, Illinois (the Vestern Parcel). For the purpose of this *report*, the two parcels of land that are subjects of this *report* will be collectively referred to as "the Property" or individually by their respective parcel name (i.e., Eastern Parcel and Western Parcel) as previously defined.

WCG performed this Phase I ESA in general compliance with the American Society for Testing Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E 1527-13) in an effort to identify, to the extent feasible, the presence of *recognized environmental conditions* with respect to the Property as defined in ASTM E 1527-13. Limiting conditions, exceptions to, or deletions from this practice are described in **Sections 1.5** and **10.0** of this *report*.

The Eastern Parcel is comprised of approximately 0.37 acres (16,050 square feet) of land improved with a one-story, approximately 9,050 square-foot commercial building most recently occupied by a restaurant and retail shops. The Eastern Parcel also includes an approximately 750 square-foot prefabricated storage shed and an asphalt-paved storage, driveway, and parking area situated north of the commercial building. The asphalt-paved area is enclosed with a chain-link security fence and gate. WCG understands from the *user* that the Eastern Parcel has been unoccupied for approximately three months.

According to our review of historical sources, the Western Parcel is comprised of approximately 0.6 acres (26,400 square feet) improved with a one-story and partial two-story approximately 24,000 square-foot former school administration building. An asphalt-paved parking lot, which is enclosed with a chain-link security fence and gate, is situated to the north of the former school administration building. WCG understands from the *user* that the Western Parcel has been unoccupied for approximately three months.

According to our review of historical sources, the Eastern Parcel appears to have been developed by 1928 with a multi-tenant commercial building. By 1947, the Eastern Parcel appeared developed with a number of stores that included a refrigerator assembling

operation and a printing operation. Between 1947 and 1950, the Eastern Parcel appears developed with multiple stores that included a type setting facility, a restaurant, and a paints and wallpaper store. The Eastern Parcel has previously been used as a doctor and dentist office, beauty salons, refrigerator assembly, printing, restaurants, home decorating stores, and an electric company. The building on the Eastern Parcel has remained a multitenant commercial building from the date of development to the present.

The Western Parcel appears to have been developed between 1938 and 1947 with a rectangular shaped building that was utilized for refrigerator sales and service in 1947. By 1950, a building addition appears to have been constructed onto the eastern end of the refrigerator sales and service building. By 1955, the building on the Western Parcel appears to have been redeveloped or renovated into the building's current configuration with a parking lot located to the north of the building. In 1975, the building on the Western Parcel was utilized for refrigerator sales and service and included warehouse, paint spraying, and office areas. By 1989, the building on the Western Parcel was occupied by the administrative offices of the Oak Park Elementary School District 97. According to Mr. McKenna, Village Engineer for the Village of Oak Park, the Western Parcel was occupied by Oak Park Elementary School District 97 from 1972 until November 2016.

On December 6, 2016, WCG representatives Ms. Sarah McGinnis and Mr. Ian Jorgensen visually assessed the Property for *recognized environmental conditions,* including but not limited to, the presence of *hazardous substances, hazardous wastes, petroleum products,* other wastes, *underground storage tanks* (USTs), aboveground storage tanks (ASTs), polychlorinated biphenyl (PCB)-containing equipment, or other potential Findings (i.e., any known or suspect environmental conditions) for the Property.

WCG also performed a review of commercially available government records in an effort to identify *recognized environmental conditions* in connection with the Property. This records review addressed not only the Property, but also surrounding properties. The records review also included *reasonably ascertainable* historical data, which can be helpful in identifying the past uses of the Property and surrounding areas, as it may relate to the environmental condition of the Property.

Finally, WCG performed *interviews* with various government agencies and other parties with possible knowledge of the Property and surrounding properties in an effort to identify current and past uses of the Property and surrounding areas, as they may relate to the environmental condition of the Property.

ASTM E 1527-13 defines a *recognized environmental condition* as the presence or likely presence of any *hazardous substances* or *petroleum products* in, on, or at a *property*: (1) due to any *release* to the *environment*; (2) under conditions indicative of a *release* to the *environment*; or (3) under conditions that pose a *material threat* of a future *release* to the *environment*. *De minimis* conditions are not *recognized environmental conditions*.

Based upon the assessments described in this *report*, this Phase I ESA has revealed no evidence of *recognized environmental conditions* (RECs) in connection with the Property, except for the following:

- The potential impacts to subsurface soil, groundwater and soil vapor associated with the historical use of the Eastern Parcel as a dry cleaner facility from between 1959 and 1963 to at least 1984.
- The potential impacts to subsurface soil, groundwater and soil vapor associated with the historical use of the Eastern Parcel as a printing facility from between 1908 and 1947 as well as 1963 and 1969.
- The potential impacts to subsurface soil, groundwater and soil vapor associated with the historic presence of three fuel tanks along the northern exterior of building on the Eastern Parcel.
- The potential impacts to subsurface soil, groundwater and soil vapor associated with the historical uses of the building on the Western Parcel that included a printing and a paint spraying operation.
- The potential impacts to subsurface soil, groundwater and soil vapor associated with the historical use of the eastern adjoining property as a filling station from at least 1947 to sometime between 1978 and 1981.

Based upon the assessments described in this *report*, this Phase I ESA has revealed no evidence of *historical recognized environmental conditions* (HRECs) in connection with the Property.

WCG examined the buildings on the Property for quantities of exposed, reasonably accessible suspect asbestos-containing materials (SACM). Based on our observations and information contained in a prior environmental report prepared by Midwest Environmental Consulting Services, Inc. (MEC) in March 24, 2014, WCG conducted an asbestos-containing material survey that included sampling and laboratory analyses of SACM. Based on our recent asbestos-containing material survey, various types of asbestos-containing materials

were identified with respect to buildings on each parcel. A summary of our procedures and findings are included under separate cover.

This Executive Summary provides a brief overview of the findings of this Phase I ESA. Although the Executive Summary is an integral part of the *report*, it does not substitute for reading the entire *report* or the appended or referenced documents to fully understand the findings and conclusions of this Phase I ESA.

SOIL INVESTIGATION SUMMARY REPORT 932-946 AND 970 MADISON STREET BUILDING DEMOLITION VILLAGE OF OAK PARK, ILLINOIS

Prepared for:

VILLAGE OF OAK PARK, ILLINOIS OAK PARK, ILLINOIS

Prepared by:



4044 North Lincoln Avenue Chicago, Illinois 60618

March 5, 2018

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SOIL INVESTIGATION SUMMARY REPORT 932-946 AND 970 MADISON STREET BUILDING DEMOLITION VILLAGE OF OAK PARK, ILLINOIS

1.0 INTRODUCTION

Peterson Environmental, Ltd. (Peterson Environmental) was procured by the Village of Oak Park, Illinois (VOP) to conduct environmental engineering consulting-related construction oversight and soil disposal characterization for the VOP 932-946 Madison Street and 970 Madison Street building demolition project (Site). Figure 1, which is based on project utility demolition figure, depicts the locations of Site buildings and utilities which were scheduled for demolition as part of this VOP project. Peterson Environmental is of the understanding the Site is planned for re-development for multi-unit residential usage.

A Phase I environmental site assessment (Phase I ESA) was completed by Weaver Consultants Group (Weaver) for the property and the Weaver Phase I ESA report was issued to VOP on February 3, 2017. The Weaver Phase I ESA identified the following as Recognized Environmental Conditions for the Site:

- Potential impacts to subsurface soil, groundwater and soil vapor associated with the historical use of the Eastern Parcel as a dry cleaner facility from between 1959 and 1963 to at least 1984;
- Potential impacts to subsurface soil, groundwater and soil vapor associated with the historical use of the Eastern Parcel as a printing facility from between 1908 and 1947 as well as 1963 and 1969;
- Potential impacts to subsurface soil, groundwater and soil vapor associated with the historic presence of three fuel tanks along the northern exterior of building on the Eastern Parcel;
- Potential impacts to subsurface soil, groundwater and soil vapor associated with the historical uses of the building on the Western Parcel that included a printing and a paint spraying operation; and
- Potential impacts to subsurface soil, groundwater and soil vapor associated with the historical use of the eastern adjoining property as a filling station from at least 1947 to sometime between 1978 and 1981.

A Phase II investigation to fully evaluate all Phase I ESA RECs has not been completed to date. Soil excavated/removed in association with building and utility demolition was not planned for re-use as backfill and would require off-site disposal. The environmental oversight scope of work for which Peterson Environmental was procured by VOP included the following components:

- Inspection, including photo-ionization detector (PID) screening, of soil excavated/removed in association with demolition to determine whether the soil is uncontaminated and eligible for disposal at an Illinois Environmental Protection Agency (IEPA) clean construction or demolition debris (CCDD) facility or else if the soil is contaminated (non-hazardous or hazardous waste) and required disposal at a contaminated disposal facility (Sub-title D landfill, Sub-title C landfill, etc.);
- Collection of investigative soil samples at/near the locations of Phase I ESA RECs to evaluate subsurface soil for contaminants of concern (COCs) corresponding with the RECs; and
- Collection of landfill disposal characterization samples for soil determined to be contaminated to arrange for appropriate landfill disposal approval.

2.0 FIELD INVESTIGATION

2.1 Clinton Avenue Water Service Disconnection

Soil related demolition commenced on January 5, 2018 with disconnection of the water service line extending into the Clinton Avenue Right-of-Way (ROW) as shown on Figure 1. Utility and building demolition was completed by KLF Enterprises of Markham, Illinois (KLF) under contract with VOP. KLF disconnection included removal of hardscape at disconnection locations and soil excavation/removal to locate the water service lateral at/near the water main. Peterson Environmental completed continuous screening of removed soil and the trench work area using a Rae ppbRae 3000 PID which measures organic compounds in the parts per billion (ppb) range. No elevated PID readings were identified during the Clinton Avenue water disconnect trenching. Headspace PID screening was also performed whereby Peterson Environmental collected soil samples from varying depths within the disconnection trench and placed the soil in a zip-lock bag which was allowed to warm to room temperature within a running automobile and subsequently re-screened using the PID. Headspace PID readings for the Clinton Avenue disconnection trench were low ranging up to 400 parts per billion (ppb). Since the eastern adjoining property was identified as a REC on the basis of a former filling station (gasoline) Peterson Environmental collected one soil sample (S-Clinton Water-01) from a depth of approximately 4 to 4.5 feet below grade and submitted the sample for laboratory analysis for volatile organic compounds (VOCs) and RCRA metals. IEPA gasoline indicator parameters include BTEX and MTBE (both VOC compounds) but Peterson Environmental requested full VOC analysis on the basis that the on-site sewer and water utility trenches could serve as migration pathways for any contamination associated with the Phase I ESA reported former on-Site dry cleaner operation. The investigative soil sample laboratory analytical results identified tetrachloroethene (PCE) at a concentration of 13 milligrams per kilogram (mg/kg) and trichloroethene (TCE) at concentration of 0.012 mg/kg. This sample PCE result of 13 mg/kg exceeds the most stringent IEPA Tiered Approach to Remediation Objectives (TACO) Soil Remediation Objective (SRO) and CCDD Maximum Allowable Concentration (MAC) of 0.06 mg/kg. The sample TCE result of 0.012 mg/kg is below the most stringent IEPA TACO SRO/CCDD MAC of 0.06 mg/kg. S-Clinton Water-01 analytical results and corresponding SROs/MACs are presented in Table 1. No elevated gasoline indicator parameters were found for investigative sample S-Clinton Water-01 which indicated that the PCE/TCE contamination source was likely unrelated to the eastern adjoining former gasoline filling station operation.

Soil excavated from the Clinton Avenue water disconnect trench was stockpiled on the 932-946 Madison Street parcel north of the buildings and covered with 6 mil polyethylene sheeting anchored in place. KLF backfilled the trench with imported CA-06 compacted in place with a mechanized plate compactor.

2.2 932-946 Madison Street Test Pit Investigation

On January 16, 2018 KLF, under the direction/supervision of Peterson Environmental excavated three test pits immediately north of the 932-946 Madison Street building for the purpose of environmental inspection and investigative soil sampling. The approximate locations of the three test pits are shown on Figure 1. Test pits were completed within 2 to 5 feet north of the north exterior building wall. The purpose of the test pits was as follows:

- 1. Determine if the PCE/TCE contamination found in the Clinton Avenue water service disconnect trench investigative sample was related to the former dry cleaner operation located at 942 Madison Street; and'
- 2. Confirm whether soil planned for removal in relation to the on-site east-west oriented sewer demolition was contaminated with dry cleaner-related solvents (PCE/TCE, etc.).

Test Pit #1

Test Pit #1 was completed immediately north of 942 Madison Street which is location of former dry cleaner operation described in the Phase I ESA. Test Pit #1 was excavated to a depth of approximately 5-1/2 feet below grade. Peterson Environmental completed environmental field inspection of the exposed test pit subsurface soil including PID screening (both in field and 'headspace screening); visual and olfactory inspection of soil for evidence of contamination; and observation of soil types/stratigraphy. Asphalt, base aggregate and fill soil was observed to a depth of 2 feet below grade underlain by an approximate 2 foot thick layer of sand with clay; 6 inch clay seam; 1 foot layer of coarse sand and native clay soil. Peterson Environmental observed that the coarse sand layer had the highest PID reading (13,000 ppb headspace result) within Test Pit #1. Given the relative higher permeability of the coarse sand compared to the subjacent native clay

soil and superjacent tan sand with clay it is likely that the coarse sand could be serving as a contamination migration pathway.

Peterson Environmental collected soil sample S-TP#1-02 from the coarse sand within Test Pit #1 at a depth of approximately 4.5 to 5 feet below grade. S-TP#1-02 was analyzed for VOCs which are the COCs for the adjoining former dry cleaner operation REC. Soil sample S-TP#1-02 analytical results identified dry cleaner-related solvent contamination at concentrations exceeding corresponding IEPA TACO SROs and MACs. Specifically, soil sample S-TP#1-02 contained the following elevated VOC parameters:

- PCE at concentration of 93 mg/kg which exceeds residential ingestion SRO (12 mg/kg); residential inhalation SRO (11 mg/kg); soil component of Class I groundwater ingestion SRO (0.06 mg/kg); construction worker inhalation SRO (28 mg/kg) as well as the 0.06 mg/kg PCE MAC.
- TCE at concentration of 2.2 mg/kg which exceeds the soil component of Class I groundwater ingestion SRO (0.06 mg/kg) as well as the 0.06 mg/kg PCE MAC.

S-TP#1-02 analytical results and corresponding SROs/MACs are presented in Table 2.

The S-TP#1-02 soil sample PCE result of 93 mg/kg is above the 14 mg/kg threshold at which the PCE contamination could exceed the 0.7 milligrams per liter (mg/L) characteristic hazardous waste threshold. As such the S-TP#1-02 soil sample was analyzed for TCLP VOCs and the TCLP PCE result was 0.34 mg/L which is below the 0.7 mg/L characteristic hazardous threshold.

Test Pit #2

Test Pit #2 was located near the northwest corner of the 932-946 Madison Street building as shown in Figure 1. Subsurface soil stratigraphy for Test Pit #2 was generally similar to Test Pit #1 with the exception that the coarse sand layer was located at a relative higher elevation of 3 to 4 feet below grade. PID readings at the time of the soil excavation were not elevated although that is likely related to very low temperatures (below 20 degrees Fahrenheit) at the time of the test pit excavation. Peterson Environmental did not observe any visual or olfactory evidence of contamination during Test Pit #2 excavation. Peterson Environmental collected a sample of the coarse sand from 3-4 feet below grade at Test Pit #2 (S-TP#2-03) and submitted for laboratory analysis for VOCs. The headspace PID reading for the Test Pit #2 coarse sand was 600 ppb. Soil sample S-TP#2-03 VOC analytical results were all below laboratory detection limits (i.e. "non-detect/(ND)") with the exception of PCE and toluene which were reported at concentrations of 0.034 mg/kg and 0.0038 mg/kg, respectively. These PCE and toluene results are below the most conservative corresponding TACO SROs and

MACs. S-TP#2-03 analytical results and corresponding SROs/MACs are presented in Table 2.

Test Pit #3

Test Pit #3 was located near the northeast corner of the 932-946 Madison Street building as shown in Figure 1. Subsurface soil stratigraphy for Test Pit #3 was generally similar to Test Pit #1 and Test Pit #2 with the exception that the coarse sand layer was located at relative deeper depth interval of 4 to 6 feet below grade. PID readings at the time of the soil excavation were not elevated although that is likely related to very low temperatures at the time of the test pit excavation. Peterson Environmental did not observe any visual or olfactory evidence of contamination during Test Pit #3 excavation. Peterson Environmental collected a sample of the coarse sand from approximately 4.25 to 4.75 feet below grade at Test Pit #3 (S-TP#3-06) and submitted for laboratory analysis for VOCs. The headspace PID reading for the Test Pit #3 coarse sand was 16,000 ppb. Soil sample S-TP#3-06 VOC analytical results were all below laboratory detection limits (i.e. "non-detect/(ND)") with the exception of PCE and TCE which were reported at concentrations of 0.065 mg/kg and 0.093 mg/kg, respectively. These PCE and TCE results exceed the soil component of Class I groundwater ingestion SRO (0.06 mg/kg) and CCDD MACs (0.06 mg/kg) applicable to both PCE and TCE. S-TP#3-06 analytical results and corresponding SROs/MACs are presented in Table 2.

Since the highest concentration of PCE and TCE was located in the Test Pit #1 soil sample immediately adjacent to the former dry cleaner operation at 942 Madison Street it is Peterson Environmental's opinion that it is reasonable to conclude that the PCE/TCE contamination is a result of past release of solvents associated with the former dry cleaner operation. In accordance with Federal and Illinois regulations soil containing PCE, TCE or other solvents resulting from a release of dry cleaner solvents is considered as an F-listed hazardous waste upon excavation/"generation". A "Contained-In-Determination" can be sought from IEPA through which IEPA would re-classify the F-listed hazardous waste to a Special Waste. Dry cleaner solvent impacted soil eligible for an IEPA "Contained-In-Determination" re-classification includes soil contaminated at levels below the corresponding Federal characteristic hazardous thresholds and Land Disposal Restrictions (LDRs). IEPA requires a full delineation of solvent impacted soil within the planned soil excavation/soil removal area as a condition of issuance of a "Contained-In-Determination" letter.

Investigative soil sample S-TP#3-06 contained PCE and TCE contaminated soil at concentrations which meet IEPA criteria for re-classification as a Special Waste via a "Contained-In Determination". As such and in order to facilitate future disposal of this soil as a Special Waste S-TP#3-06 was analyzed for other parameters necessary for profiling of this Special Waste soil into a sub-title D landfill.

2.3 970 West Madison Test Pit Investigation

As described above the test pit investigation for 932-946 Madison Street did not delineate the western limit of PCE/TCE impacted soil. The demolition scope of work for 970 West Madison Street included removal of building foundations/footings. Building foundation/footing demolition included off-site disposal of all soil removed to facilitate the foundation/footing demolition. No soil removed as part of demolition was planned for reuse as backfill. VOP requested that Peterson Environmental complete a test pit investigation at 970 West Madison Street for the purpose of determining if the PCE/TCE impacted soil extended further west into 970 West Madison Street building foundation locations planned for removal. On January 25, 2018 KLF, under the direction/supervision of Peterson Environmental excavated four test pits (Test Pit #4 through Test Pit #7) at 970 West Madison Street to facilitate environmental inspection and sampling of subsurface soil.

Test Pit #4

Test Pit #4 was located on the northeast portion of 970 West Madison Street as shown in Figure 1. Test Pit #4 was originally planned for immediately adjacent to the northeast corner of the 970 Madison Street building but was offset further west due to stockpiled demolition material obstructing the planned test pit location at the time of the investigation. Test Pit #4 was excavated to a depth of approximately 4 feet below grade. Concrete slab, base aggregate and fill soil was observed to a depth of 30 inches below grade underlain by clayey sand to approximately 44 inches below grade and sand and gravel to bottom of test pit depth at 48 inches below grade. Peterson Environmental did not observe any visual or olfactory evidence of contamination within the Test Pit #4 subsurface soil. Since the highest PCE/TCE concentrations were within Test Pit #1 soil sample collected from deeper than 4 feet below grade Peterson Environmental collected an investigative soil sample from the deepest depth of soil at Test Pit #4 which would be expected to be removed in relation to the foundation/footing demolition. Test Pit #4 was completed immediately adjacent to the north building wall and revealed the adjoining footing depth to be 43 inches below the top of building concrete slab. Based on this footing depth Peterson Environmental collected soil sample S-TP#4-08 from depth of 3 to 4 feet below grade and submitted for laboratory VOC analysis. S-TP#4-08 PCE, TCE and all other dry cleaner related solvents were ND. S-TP#4-08 contained toluene at a 0.0063 mg/kg which is well below the most conservative TACO SRO and CCDD MAC. S-TP#4-08 analytical results and corresponding SROs/MACs are presented in Table 3. The head space PID reading for S-TP#4-08 was 4,800 ppb. Based on this result the dry cleaner solvent migration is delineated to the northwest of the source location at 942 Madison Street.

Test Pit #5

Test Pit #5 was located due west of the three test pits completed at 932-946 Madison Street and was located immediately adjacent to the eastern building wall/foundation. Following breaking and removal of the overlying concrete slab Test Pit #5 was excavated to a depth of 4 feet below grade. Concrete slab, base aggregate and fill soil was observed to a depth of approximately 2 feet below grade underlain by silty sand to the bottom of test pit depth at 4 feet below grade. Peterson Environmental did not observe any visual or olfactory evidence of contamination within the Test Pit #5 subsurface soil. Since the highest PCE/TCE concentrations were within Test Pit #1 soil sample collected from deeper than 4 feet below grade Peterson Environmental collected an investigative soil sample from the deepest depth of soil at Test Pit #4 which would be expected to be removed in relation to the foundation/footing demolition. Since Test Pit #5 was completed immediately adjacent to the east building wall the test pit revealed the adjoining footing depth to be approximately 36 inches below the top of building concrete slab. Based on this footing depth Peterson Environmental collected soil sample S-TP#5-09 from depth of 3 to 4 feet below grade and submitted for laboratory VOC analysis. S-TP#5-09 VOC results were all ND with the exception of PCE which was reported at a concentration of 0.016 mg/kg. This S-TP#5-09 PCE concentration is below the most conservative TACO SRO and CCDD MAC for PCE. S-TP#5-09 analytical results and corresponding SROs/MACs are presented in Table 3. The head space PID reading for S-TP#5-09 was 7,000 ppb. Despite the very low magnitude of PCE impact the detected PCE is likely related to migration of dry cleaner solvent from 942 Madison Street and, as such, soil removed from at/near TP #5 would be considered an F-listed hazardous waste.

Test Pit #6

Test Pit #6 was located immediately adjacent to the eastern building wall/foundation at the southeast corner of the 970 Madison Street building. Following breaking and removal of the overlying concrete slab Test Pit #6 was excavated to a depth of 4 feet below grade. Concrete slab, base aggregate and fill soil was observed to a depth of approximately 1 foot below grade underlain by silty sand to approximately 3 feet below grade followed by clayey sand with gravel to the bottom of the test pit at 4 feet below grade. Peterson Environmental did not observe any visual or olfactory evidence of contamination within the Test Pit #6 subsurface soil. As with TP-4 and TP-5 Peterson Environmental collected an investigative soil sample from the deepest depth of soil at Test Pit #6 which would be expected to be removed in relation to the foundation/footing demolition. Since Test Pit #6 was completed immediately adjacent to the east building wall the test pit revealed the adjoining footing depth to be approximately 46 inches below the top of building concrete slab. Based on this footing depth Peterson Environmental collected soil sample S-TP#6-10 from depth of 3 to 4 feet below grade and submitted for

laboratory VOC analysis. S-TP#6-10 VOC results were all ND with the exception of PCE which was reported at a concentration of 0.012 mg/kg. This S-TP#6-10 PCE concentration is below the most conservative TACO SRO and CCDD MAC for PCE. S-TP#6-10 analytical results and corresponding SROs/MACs are presented in Table 3. The head space PID reading for S-TP#6-10 was 1,800 ppb Despite the very low magnitude of PCE impact the PCE is likely related to migration of dry cleaner solvent from 942 Madison Street and, as such, soil removed from at/near TP #6 would be considered an F-listed hazardous waste.

<u>Test Pit #7</u>

Test Pit #7 was located approximately 25 feet due west of Test Pit #5 and was completed to try to find the westerly limit of PCE/solvent impacted soil at 970 West Madison Street. Following breaking and removal of the overlying concrete slab Test Pit #6 was excavated to a depth of 4 feet below grade. Concrete slab, base aggregate and fill soil was observed to a depth of approximately 18 inches below grade underlain by fine sand to approximately 30 inches feet below grade followed by coarse sand and gravel to the bottom of the test pit. Peterson Environmental did not observe any visual or olfactory evidence of contamination within the Test Pit #7 subsurface soil. Peterson Environmental collected an investigative soil sample from 3-4 feet below grade (S-TP#7-11) which is the same depth interval sampled in Test Pit #5 to the east. . S-TP#7-11 VOC results were all ND with the exception of PCE which was reported at a concentration of 0.012 mg/kg. This S-TP#7-11 PCE concentration is below the most conservative TACO SRO and CCDD MAC for PCE. S-TP#7-11 analytical results and corresponding SROs/MACs are presented in Table 3. The head space PID reading for S-TP#7-11 was 6,000 ppb. Despite the very low magnitude of PCE impact the PCE is likely related to migration of dry cleaner solvent from 942 Madison Street and, as such, soil removed from at/near TP #7 would be considered an F-listed hazardous waste.

Based on the Test Pit #7 investigative soil sample results the western limit of dry cleaner solvent contamination migration has not been determined. Given the very low concentration of PCE in the Test Pit #7 Peterson Environmental concludes that it is likely that the solvent contamination does not extend all the way to the western 970 Madison Street property line.

3.0 CONCLUSIONS

Based on the above-detailed utility disconnection and test pit inspection findings and investigative soil sample results Peterson Environmental concludes the following:

1. The highest concentrations of PCE and TCE were found within Test Pit #1 which is located immediately north of the former dry cleaner at 942 Madison Street.

Based on this finding Peterson Environmental concludes that the subsurface soil PCE/TCE impact found at 932-946 Madison Street and 970 Madison Street is likely the result of past release(s) of dry cleaner solvent and subsequent subsurface migration of the solvent release within more permeable soil layers.

- 2. The coarse sand found in Test Pits #1 through #3 appear to be a migration pathway for the PCE/TCE contamination to the east towards Clinton Avenue.
- 3. The relative higher PCE concentration of 13 mg/kg reported for the Clinton Avenue water service disconnection trench may be the result of solvent contamination accumulation where the high permeability sand trench backfill was discontinued at the water main.
- 4. The solvent impacted soil is delineated by Test Pit #4/S-TP#4-08 to the northwest but is not delineated to date in any other direction.
- 5. Test Pit #1 investigative soil sample PCE concentration of 93 mg/kg exceeds the PCE land disposal restriction (LDR) of 60 mg/kg and, as such, cannot be reclassified as a Special Waste via a "Contained-In Determination". Soil at and in the vicinity of Test Pit #1 if excavated must be disposed of off-site as a hazardous waste.

4.0 **RECOMMENDATIONS**

4.1 Additional Investigation

Peterson Environmental recommends that a "Contained-In Determination" investigation be completed to facilitate IEPA issuance of a "Contained-In Determination" letter reclassifying the solvent impacted/F-listed hazardous waste to a Special Waste which can be disposed of at a Sub-Title D landfill such as Waste Management Laraway landfill. In order to issue a "Contained-In Determination" letter IEPA will require a full delineation of solvent impacted soil within project areas where soil is planned for removal/off-site disposal. Results of the "Contained-In Determination" investigation could subsequently be used as part of a more extensive site-wide Phase II site investigation and remedial design. A component of this "Contained-In Determination" investigation should be further delineation of PCE impacted soil in the vicinity of Test Pit #1/former dry cleaning operation location to determine the limits of soil containing PCE above the 60 mg/kg LDR which must be disposed of off-site as a hazardous waste.

Peterson Environmental understands that the property is currently planned for redevelopment as residential townhomes. Based on this planned usage Peterson Environmental recommends that indoor and outdoor vapor migration exposure pathways be evaluated prior to finalization of development construction plans. If indoor vapor exposure is determined to be an issue a potential solution would be installation of a vapor mitigation system at the time of new building construction. Installation of a vapor mitigation system as part of the new building construction will be much less expensive than retrofit installation of a vapor mitigation system within the constructed building

4.2 Construction Worker Health and Safety

Analytical results indicate an exceedance of the TACO Tier 1 construction worker inhalation exposure route SRO for PCE at Test Pit #1. Additionally there is the possibility that PCE contaminated soil exceeding the Federal characteristic hazardous threshold (i.e. hazardous PCE soils) are present within subsurface soils closer to the former dry cleaning plant location at 942 Madison Street. Personnel in contact with such hazardous waste soil should be OSHA HAZWOPER trained. The full extent of PCE contamination exceeding the construction worker inhalation SRO has not been determined. The contractor should prepare an OSHA compliant health and safety plan which addresses handling of soil contaminated with PCE above the PCE LDR and construction worker inhalation SRO.



The Village of Oak Park Village Hall 123 Madison Street Oak Park, Illinois 60302 708.383.6400 Fax 708.383.6692 village@cak-park.us www.oak-park.us

Members of the Plan Commission Village of Oak Park

February 23, 2018

Dear Members of the Plan Commission:

I reviewed the proposed development at 932-958 Madison Street with the developer, Lexington Homes. Pursuant to our meeting on February 22, 2018, I have determined that the development will not have a negative impact on the Police Department.

Thank you,

Anihy Amine

Anthony Ambrose Chief of Police, Village of Oak Park



The Village of Oak Park Village Hall 123 Madison Street Oak Park, Illinois 60302 708.383.6400 Fax 708.383.6692 village@oak-park.us www.cak-park.us

Members of the Plan Commission Village of Oak Park

February 23, 2018

Dear Members of the Plan Commission:

I reviewed the proposed development at 932-958 Madison Street with the developer, Lexington Homes. Pursuant to our meeting on February 22, 2018, I have determined that the development will not have a negative impact on the Fire Department.

Thank you,

Thomas Ebsen Fire Chief, Village of Oak Park



March 1, 2018

Ms. Tammie Grossman Director, Development Customer Services Village of Oak Park 123 Madison Street Oak Park, IL. 60302

RE: 932-958 Madison Street Lexington Avenue Development Market Study

Dear Tammie,

As part of our investigation and due diligence in preparation of our bid in the Village of Oak Park's Request for Proposal (RFP) process we investigated the market for townhomes in the Village of Oak Park.

Our research confirmed our feeling that there is a strong demand for new townhomes in the Village of Oak Park. In August of 2017 we conducted a detailed investigation of historical townhome transactions in Oak Park. All of these transactions took place within 12 months of the study. While the study is 6 months old, the market has only improved since this time. The economy and the real estate market have remained strong. We believe that residential prices in the area have only risen since.

We have reviewed the "Homes for a Changing Region" report as prepared by the Chicago Metropolitan Agency for Planning (CMAP). This report reinforces our thoughts regarding the desirability of Oak Park and touches on the need for new owner-occupied townhome units in the Village. Our proposed 21 unit townhome development provides for the elimination of outdated, underutilized and underperforming commercial and institutional buildings in an existing TIF district. We propose redevelopment with new, attractive, townhome units in the Madison Avenue corridor.

We understand the market and we understand our product. We have built these proposed units, while modifying and improving them slightly over the years, for the last 10 years in the City of Chicago. These homes will live like single family homes while providing the appropriate street scape and a complementary use to the Madison Street corridor.

If you should have any questions or concerns please feel free to contact me at 773 457 8563 or via email at jagenlian@lexingtonchicago.com

Thank you,

John Agenlian Vice President of Land Development Lexington Homes LLC



Oak Park Townhome Price Feasibility Study 8-10-17

This is the projected pricing for the townhome units being planned for the site at Madison and Home Ave

e	Unit	Sq Ft	Price
r	410	2217	\$455,000
э.	420	2507	\$500,000

Both homes will have a very high level of interior finishes, 2-car garages and roof decks. This is similar to other like product developed in Oak Park over the last few years.

Below is a table of all townhomes sold in Oak Park over the last twelve (12) months, \$400,000 and up. The sales prices are consistently strong, even on older product.

	Address		Year Built	Price		Address		Year Built	Price
325	Oak Park	Ave	1975	\$405,000	202	Harrison	St	2017	\$549,900
325	Oak Park	Ave	1975	\$410,500	208	Harrison	St	2017	\$549,900
255	South	Blvd	2004	\$421,000	101	Euclid	Ave	2003	\$550,000
101	Euclid	Ave	2002	\$423,000	319	Chestnut	Ln	2015	\$554,900
641	Maple	Ave	2002	\$425,000	1022	Cedar	Ct	2017	\$554,900
107	Euclid	Ave	2000	\$425,000	113	Euclid	Ave	1999	\$559,900
225	Kenilworth	Ave	1974	\$425,500	101	Euclid	Ave	2003	\$560,000
235	Marion	St	1991	\$460,000	328	Pennsylvania	Way	2015	\$564,900
421	Chestnut	Ln	2004	\$440,000	320	Pennsylvania	Ln	2015	\$569,900
1022	Alexander	Ln	2006	\$469,900	325	Chestnut	Ln	2015	\$576,100
101	Euclid	Ave	2003	\$520,000	1026	Cedar		2015	\$576,650
111	Home	Ave	2014	\$525,000	101	Euclid	Ave	1999	\$576,850
111	Home	Ave	2013	\$535,000	322	Pennsylvania	Way	2015	\$580,850
111	Home	Ave	2015	\$537,500	1027	Walnut	Way	2015	\$582,550
204	Harrison	St	2017	\$539,900	1021	Walnut	Way	2015	\$584,325
206	Harrison	St	2017	\$539,900	174	Marion	St	2006	\$587,500
330	Pennsylvania	Way	2015	\$544,200	324	Pennsylvania	Ln	2015	\$588,400
318	Pennsylvania	Way	2015	\$544,750	326	Pennsylvania	Way	2015	\$592,900
	-				101	Home	Ave	2015	\$600,000
111	Home	Ave	2014	\$549,000	425	Chestnut	Ln	2006	\$425,000
1025	Walnut	Way	2015	\$549,900	1021	Lincoln	Trl	2006	\$422,500
1020	Cedar	Ct	2015	\$549,900	414	Wisconsin	Ave	1998	\$415,000



Oak Park Townhome Price Feasibility Study (Cont.)

	Address		Year Built	Price
1016	Madison	St	2007	\$472,500
1018	Alexander	Ln	2007	\$460,000
1022	Alexander	Ln	2006	\$445,000
1024	Alexander	Ln	2006	\$460,000
320	Maple	Ave	1872	\$480,000

Following are all townhomes sold in the last year for \$400,000 and over within a two (2) block radius of the site at Madison and Home.

These numbers alone support the target pricing as well as a good pace of sales. In fact, they probably indicate a much higher potential retail, much like seen at the project recently completed near Washington and Harlem. If this was opening today, we'd be starting at pricing higher than what's currently projected.

Source of all information is Midwest Real Estate Data (MLS)





Lexington Avenue at Oak Park Tab 7 Traffic & Parking Study March 19, 2018

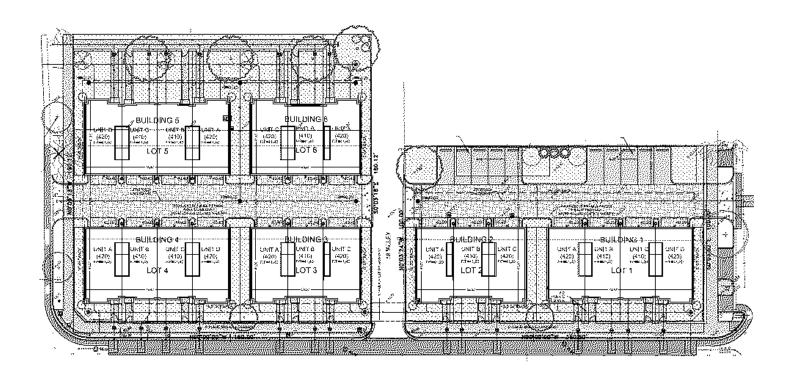
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7a. Traffic Impact Study*

7b. Parking Impact Study*

Traffic Impact Study Proposed Townhome Development

Oak Park, Illinois







August 30, 2017

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1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed townhome development to be located in Oak Park, Illinois. The site, which is currently occupied by the Oak Park Elementary School District 97 Administrative Building and a vacant commercial building, is located on the north side of Madison Street between Home Avenue and Clinton Avenue. As proposed, the site will be redeveloped to provide 21 townhomes with access provided off Home Avenue, Clinton Avenue, and the public alley that bisects the site.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed development.

Figure 1 shows the location of the site in relation to the area roadway system. Figure 2 shows an aerial view of the site area.

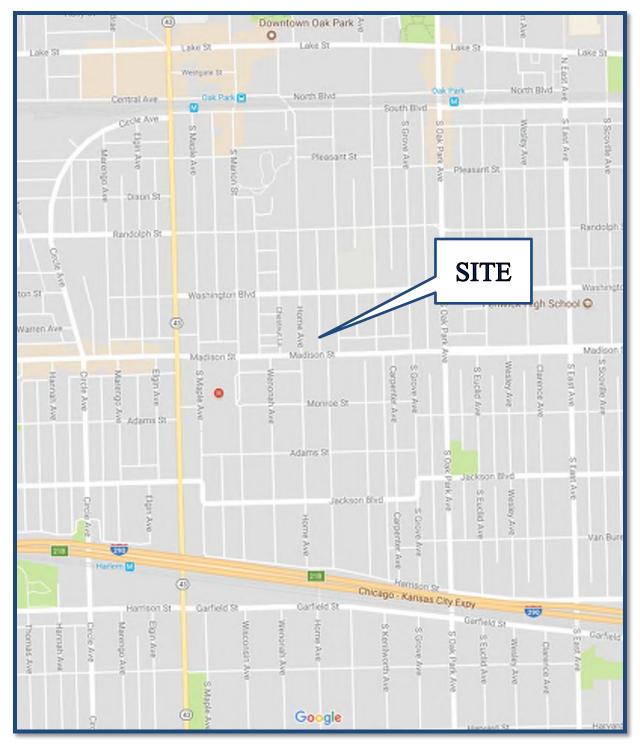
The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and evening peak hours for the following conditions:

- 1. Existing Conditions Analyze the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
- 2. Projected Conditions Analyze the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient area growth not attributable to any particular development, and the traffic estimated to be generated by the full buildout of the proposed development.



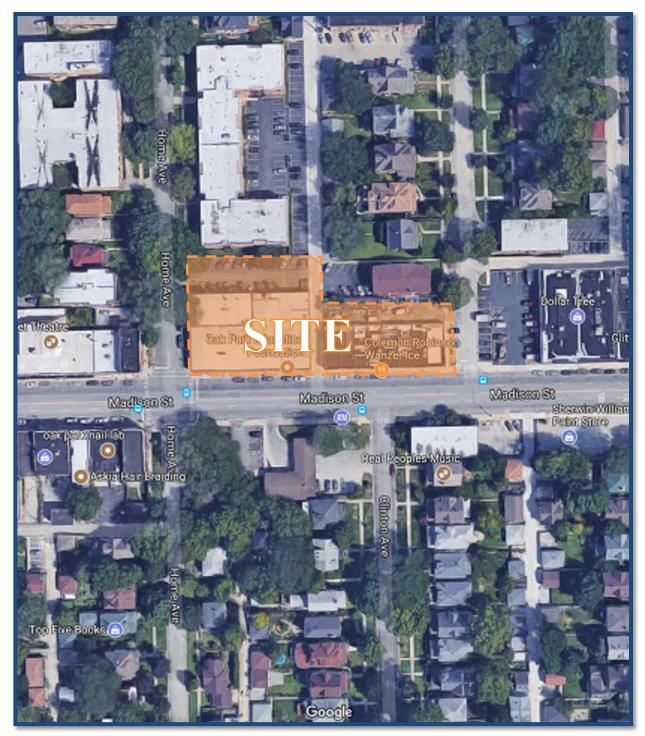


Site Location

Figure 1







Aerial View of Site Location

Figure 2



2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on a field visit conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

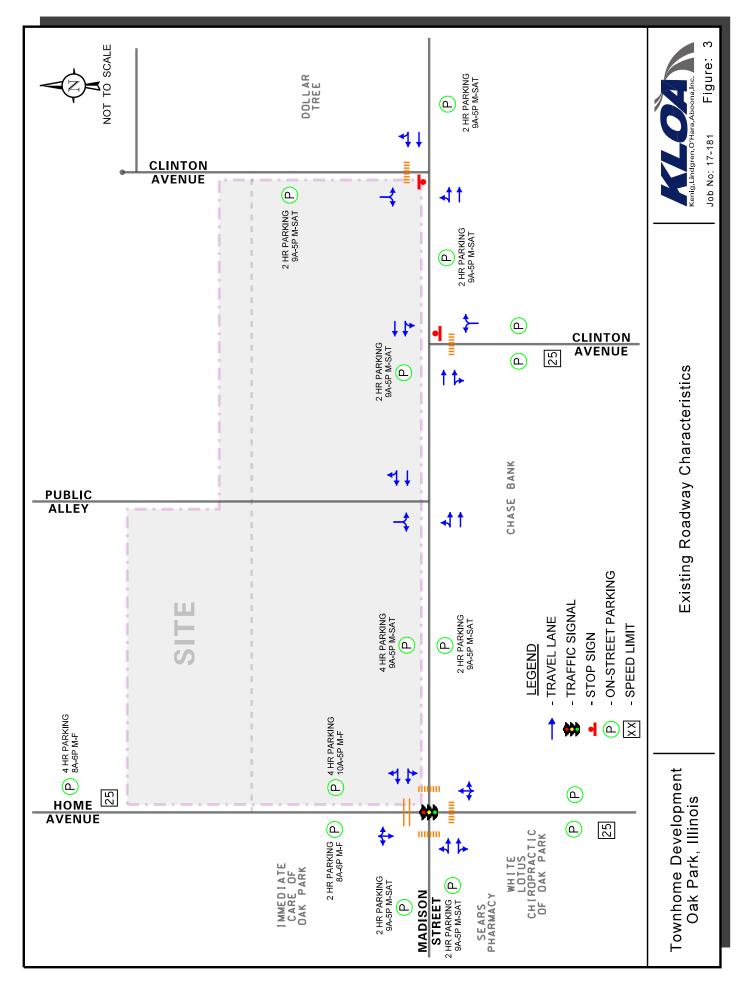
The site, which is currently occupied by the Oak Park Elementary School District 97 Administrative Building and a vacant commercial building, is located on the north side of Madison Street between Home Avenue and Clinton Avenue. Land uses in the vicinity of the site are primarily mixed residential and commercial in all directions and include Dollar Tree to the east, Chase Bank to the south, Sears Pharmacy and White Lotus Chiropractic of Oak Park to the southwest, and Immediate Care of Oak Park to the west.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the development are described below and illustrated in **Figure 3**.

Madison Street is an east-west arterial roadway that in the vicinity of the sites provides two through lanes in each direction. At its signalized intersection with Home Avenue, Madison Street provides a shared left-turn/through lane and a shared through/right turn lane, a high visibility crosswalk, and pedestrian countdown signals on both approaches. At its unsignalized intersection with the south leg of Clinton Avenue, Madison Street provides an exclusive through lane and a shared through/right-turn lane on the eastbound approach and a shared left-turn/through lane and an exclusive through lane on the westbound approach. At its unsignalized intersection with the north leg of Clinton Avenue, Madison Street provides a shared left-turn/through lane and an exclusive through lane on the eastbound approach and an exclusive through lane and a shared through/rightturn lane on the westbound approach. At its unsignalized intersection with the public alley, Madison Street provides a shared left-turn/through lane and an exclusive through lane on the eastbound approach and an exclusive through lane and a shared through/right-turn lane on the westbound approach. Parking along the north and south sides of Madison Street is generally restricted to two-hour parking between 9:00 AM and 5:00 PM on Monday through Saturday with the exception of the north side of Madison Street between Home Avenue and the public alley, which is restricted to four-hour parking between 9:00 AM and 5:00 PM. on Monday through Saturday. Madison Street is under the jurisdiction of the Village of Oak Park, carries an annual average daily traffic (AADT) volume of 14,700 vehicles (IDOT AADT 2014), and has a posted speed limit of 30 miles per hour.





Home Avenue is a north-south local roadway that in the vicinity of the site provides one through lane in each direction. At its signalized intersection with Madison Street, Home Avenue provides a shared left-turn/through/right-turn lane on both approaches. The north leg of the intersection provides a standard style crosswalk, the south leg of the intersection provides a high visibility crosswalk, and both legs of the intersection provide pedestrian countdown signals. Parking is permitted on both sides of Home Avenue south of Madison Street. North of Madison Street along the site frontage, parking is restricted to four-hour parking from 10:00 AM to 6:00 PM on Monday through Friday. North of the site and on the east side of the roadway, parking is restricted to four-hour parking from 10:00 AM to 6:00 PM on Monday through Friday and on the west side of Home Avenue north of Madison Street parking is restricted to two-hour parking between 8:00 AM and 6:00 PM on Monday through Friday. Both sides of the roadway north of Madison Street have overnight permit parking. Home Avenue is under the jurisdiction of the Village of Oak Park and has a posted speed limit of 25 miles per hour.

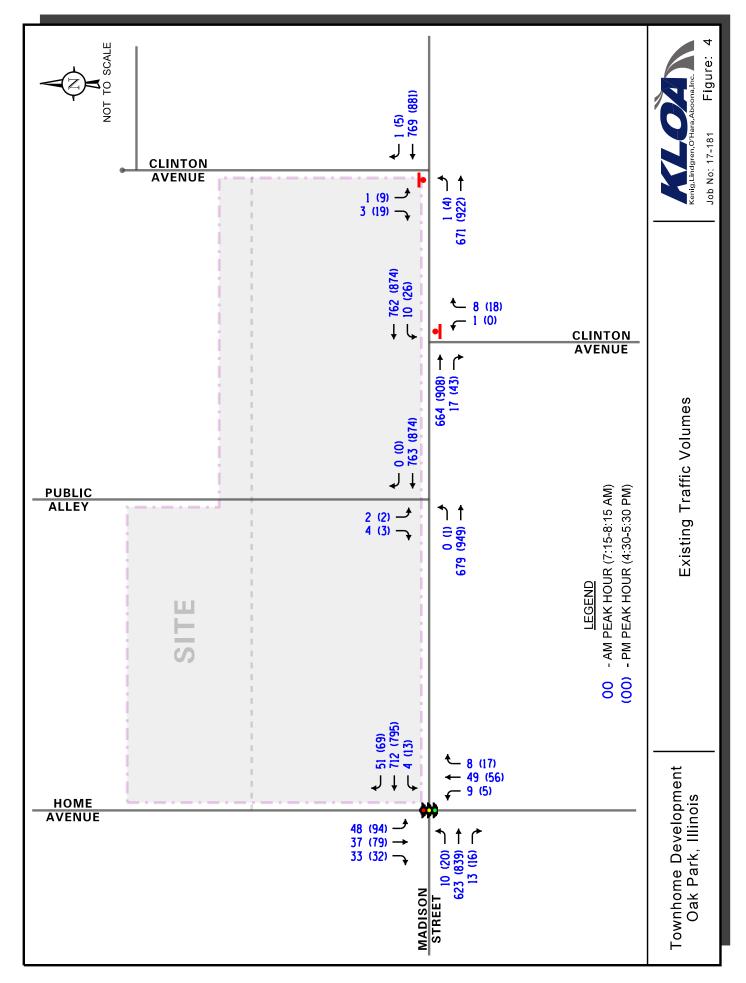
Clinton Avenue is a north-south local roadway that has an offset intersection with Madison Street with the south leg located 285 feet east of Home Avenue and the north leg located 400 feet east of Home Avenue. The south leg of Clinton Avenue extends south from Madison Street to its terminus at Harrison Street and the north leg of Clinton Avenue extends north from Madison Street approximately 175 feet to its terminus at the east-west public alley. At its unsignalized intersection with Madison Street, both legs of Clinton Avenue provide a shared left/right-turn lane under stop-sign control and a high visibility crosswalk. Parking is permitted on both sides of the roadway south of Madison Street. North of Madison Street, parking on the east side of Clinton Avenue is for use by patrons of Dollar Tree and parking on the west side of the roadway is restricted to two-hour parking between 8:00 AM and 5:00 PM on Monday through Saturday and has overnight permit parking. Clinton Avenue is under the jurisdiction of the Village of Oak Park and has a posted speed limit of 25 miles per hour.

Public Alley is a north-south residential alley that extends north from Madison Street to its terminus at Randolph Street and serves the residential developments along Home Avenue and Clinton Avenue. This alley is approximately 17 feet wide, which can accommodate two-way traffic. At its unsignalized intersection with Madison Street, the public alley provides a shared left-turn/right-turn lane.

Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts using Miovision Scout Video Collection Units on Tuesday, August 1, 2017 during the weekday morning (7:00 A.M. to 9:00 A.M.) and weekday evening (4:00 P.M. to 6:00 P.M.) peak periods at the intersections of Madison Street with Home Avenue, Madison Street with Clinton Avenue and Madison Street with the public alley. The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:15 A.M. to 8:15 A.M. and the evening peak hour of traffic occurs from 4:30 P.M. to 5:30 P.M. **Figure 4** illustrates the existing peak hour traffic volumes. Copies of the traffic count summary sheets are included in the Appendix.





Crash Analysis

KLOA, Inc. obtained crash data for the past five years (2010 to 2014) for the intersection of Madison Street with Home Avenue (including accidents up to 250 feet from the intersection). **Tables 1** summarizes the crash data for the intersection and roadway segment, respectively. A review of the crash data indicated that there were no fatalities reported.

	Type of Crash Frequency								
Year	Angle	Parked Vehicle	Rear End	Sideswipe	Turning	Other	Total		
2010	-	1	3	-	3	-	7		
2011	1	2	1	1	3	-	8		
2012	1	3	3	1	-	-	8		
2013	1	2	2	-	-	-	5		
2014	-	3	2	1	3	1	10		
Total	3	11	11	3	9	1	38		
Average/Year	<1.0	2.2	2.2	<1.0	1.8	<1.0	7.6		

Table 1MADISON STREET WITH HOME AVENUE – CRASH SUMMARY



3. Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Development Plan

As proposed, the plans call for redeveloping the site with 21 townhome units. Access to the townhome units will be provided via a full movement access drive off Home Avenue and via a full movement access drive off Clinton Avenue. These access drives will provide one inbound lane and one outbound lane and outbound movements should be under stop-sign control. Additional access will be provided via a connection to the public alley that bisects the site. Each townhome will provide a two-car garage and a total of 10 guest parking spaces will be provided on-site. In addition, there are approximately 11 on-street parking spaces located on the north side of Madison Street along the site frontage that do not have a time restriction after 5:00 P.M. Monday through Saturday. A copy of the site plan depicting the proposed development and access is included in the Appendix.

Directional Distribution

The directions from which residents of the townhome units will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the development-generated traffic.

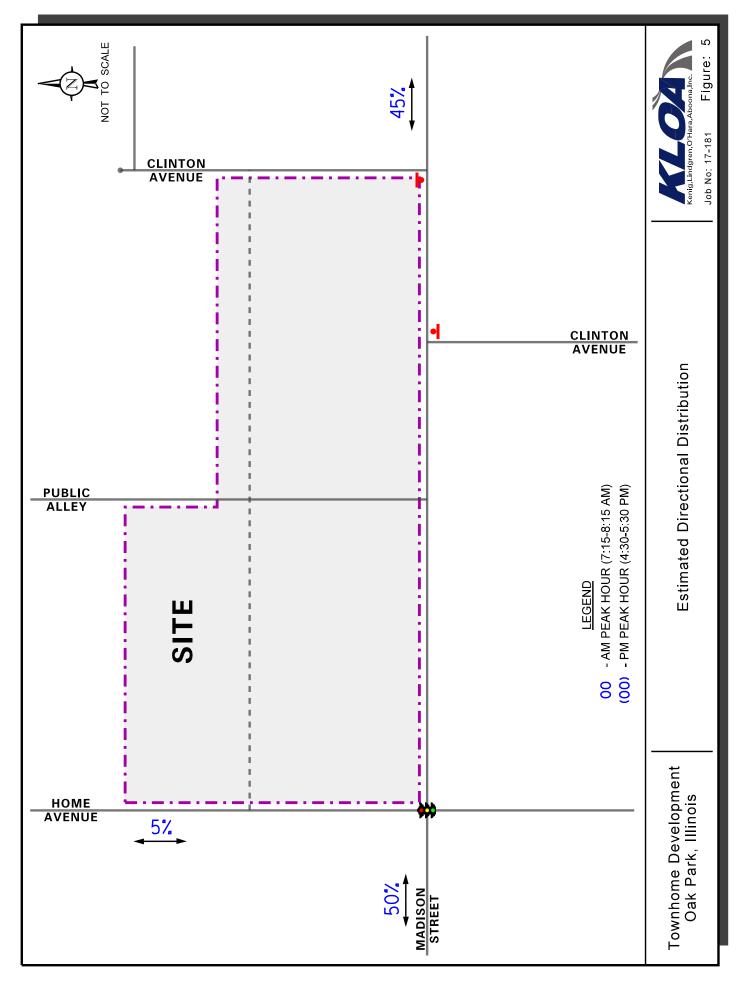
Peak Hour Traffic Volumes

The number of peak hour vehicle trips estimated to be generated by the proposed development of 21 townhome units is based on vehicle trip generation rates contained in *Trip Generation Manual*, 9th Edition, published by the Institute of Transportation Engineers (ITE). **Table 2** shows the sitegenerated traffic volumes for the proposed development.

ITE Land-Use		Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way
Code	Type/Size	In	Out	Total	In	Out	Total	Trips
230	Townhomes (21 Units)	3	12	15	9	8	17	166

Table 2 PROJECTED SITE-GENERATED TRAFFIC VOLUMES





4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to ambient growth and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). The traffic assignment for the residential development is illustrated in **Figure 6**.

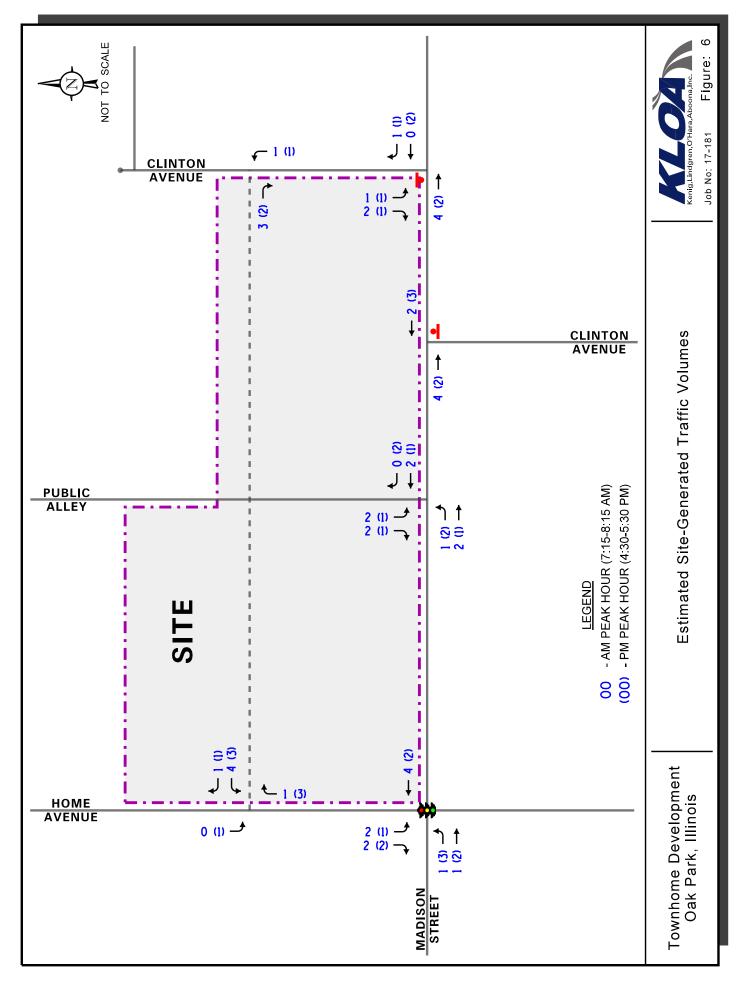
Background Traffic Conditions

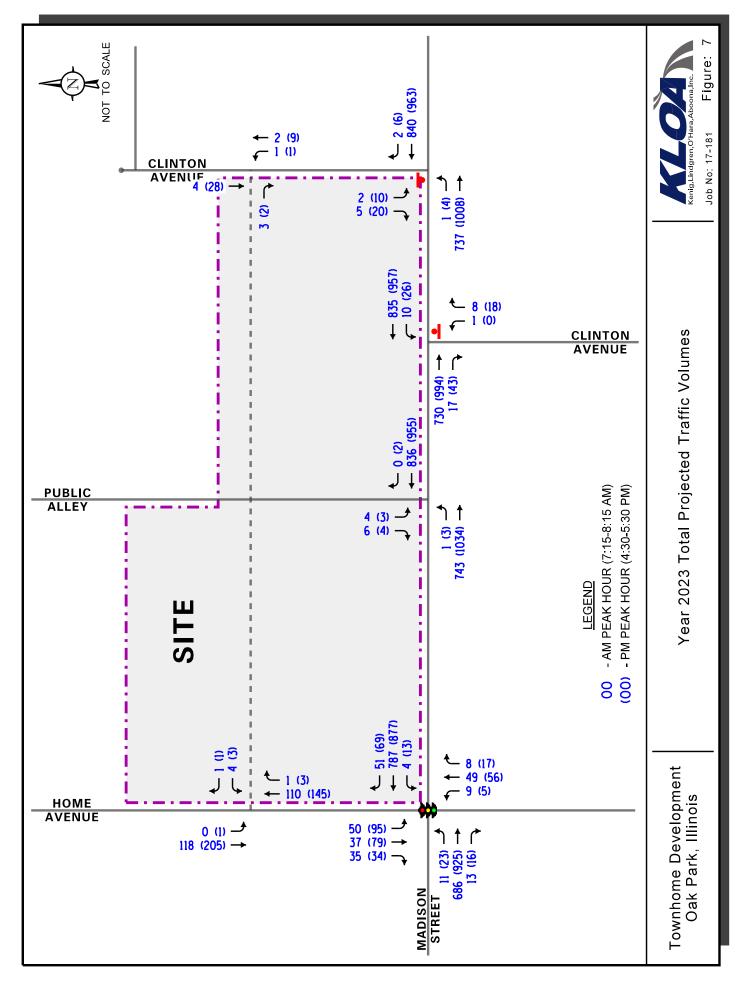
The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on ADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP) in a letter dated October 18, 2016 a total increase of approximately 10 percent (1.70 percent per year) for six years (buildout year plus five years) was applied to project Year 2023 conditions. A copy of the CMAP 2040 projections letter is included in the Appendix.

Total Projected Traffic Volumes

The development generated traffic was added to the existing traffic volumes accounting for background growth to determine the Year 2023 total projected traffic volumes, shown in **Figure 7**.







5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hours for the existing (Year 2017) and future projected (Year 2023) traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM), 2010* and analyzed using the Synchro/SimTraffic 8 computer software. The analyses for signalized intersection were conducted utilizing actual cycle lengths, phasings and offsets.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and Year 2023 total projected conditions are presented in **Tables 3** and **4**. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix.



Table 3 CAPACITY ANALYSIS RESULTS – EXISTING CONDITIONS

	· · · · · · · · · · · · · · · · · · ·	Weekday Morning Peak Hour		v Evening Hour
Intersection	LOS	Delay	LOS	Delay
Madison Street with Home Avenue ¹				
• Overall	А	8.3	В	12.7
Eastbound Approach	А	4.6	А	8.9
Westbound Approach	А	4.8	А	8.8
Northbound Approach	С	33.8	С	23.5
Southbound Approach	D	36.7	D	41.5
Madison Street with Clinton Avenue ²				
Northbound Approach	В	11.0	В	10.1
Southbound Approach	В	13.7	С	20.0
• Eastbound Left Turns	А	0.1	А	0.2
Westbound Left Turns	А	0.5	А	1.3
Madison Street with Public Alley ²				
Southbound Approach	В	14.5	С	19.9
• Eastbound Left Turns			А	0.1
LOS = Level of Service Delay is measured in seconds. 1 – Signalized Intersection 2 – Unsignalized Intersection				

Table 4 CAPACITY ANALYSIS RESULTS – PROJECTED CONDITIONS

	· · · · · · · · · · · · · · · · · · ·	Weekday Morning Peak Hour		y Evening Hour
Intersection	LOS	Delay	LOS	Delay
Madison Street with Home Avenue ¹				
• Overall	А	8.3	В	13.0
Eastbound Approach	А	4.9	А	9.6
Westbound Approach	А	5.1	А	9.4
Northbound Approach	С	33.5	С	23.2
Southbound Approach	D	36.9	D	41.3
Madison Street with Clinton Avenue ²				
Northbound Approach	В	11.3	В	10.2
Southbound Approach	С	15.2	С	23.5
• Eastbound Left Turns	А	0.1	А	0.2
Westbound Left Turns	А	0.5	А	1.3
Madison Street with Public Alley ²				
Southbound Approach	С	16.7	С	23.7
• Eastbound Left Turns	А	0.1	А	0.2
Home Avenue with Access Drive ²				
Westbound Approach	А	9.6	В	10.3
Southbound Left Turns			А	0.1
Clinton Avenue with Access Drive ²				
• Eastbound Approach	А	8.3	А	8.4
• Northbound Left Turns	А	2.4	А	0.7
LOS = Level of Service Delay is measured in seconds. 1 – Signalized Intersection 2 – Unsignalized Intersection				



Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the development-generated traffic.

Madison Street with Home Avenue

The results of the capacity analysis indicate that overall this intersection currently operates at level of service (LOS) A during the weekday morning peak hour and at LOS B during the weekday evening peak hour. Under Year 2023 conditions, this intersection overall is projected to continue operating at existing levels of service with increases in delay of less than one second. Furthermore, all of the approaches are projected to continue operating at LOS D or better during the peak hours with increases in delay of less than one second. A review of the simulation indicated that queues for the eastbound and westbound left-turn movements from Madison Street onto Home Avenue are projected to be one to two vehicles and that left-turning vehicles do not significantly impact the operation of through traffic along Madison Street. It should be noted that 95th percentile queues for the southbound approach are projected to be 170 feet and the 95th percentile queues for the westbound approach are projected to be 230 feet. While these queues are only a one-vehicle increase over existing conditions, they will extend beyond the location of the proposed access drive and the public alley, respectively. However, a review of the simulation showed that these queues cleared the driveways with each green phase. As such, the proposed development traffic will have a limited impact on the operations of this intersection and no roadway improvements or signal modifications will be required.

Madison Street with Clinton Avenue

The results of the capacity analysis indicate that the northbound approach currently operates at LOS B during the weekday morning and evening peak hours and the southbound approach currently operates at LOS B during the weekday morning peak hour and at LOS C during the weekday evening peak hour. Under Year 2023 conditions, the northbound approach is projected to continue operating at LOS B during the peak hours with increases in delay of less than one second. The southbound approach is projected to operate at LOS C during the weekday morning peak hour with increases in delay of less than two seconds and is projected to continue operating at LOS C during the weekday evening peak hour with increases in delay of approximately four seconds. Furthermore, eastbound and westbound left turns to Clinton Avenue are projected to continue operating at LOS A with 95th percentile queues of one to two vehicles. Additionally, the 95th percentile queues for the southbound approach are projected to be one to two vehicles which will not obstruct inbound movements to the proposed access drive. As such, the proposed development traffic will have a limited impact on the operations of this intersection and no roadway or traffic control improvements will be required.



Madison Street with Public Alley

The results of the capacity analysis indicate that southbound turning movements from the public alley onto Madison Street currently operate at LOS B during the weekday morning peak hour and at LOS C during the weekday evening peak hour. Under Year 2023 conditions, the public alley will continue to be 17 feet wide. However, the proposed building layout will provide a five-foot building setback on both sides of the alley. Southbound turning movements are projected to operate at LOS C during both peak hours with increases in delay of four seconds or less. Additionally, eastbound left turns to the alley are projected to continue operating at LOS A with 95th percentile queues of one to two vehicles. As such, the proposed development traffic will have a limited impact on the operations of this intersection and no roadway or traffic control improvements will be required.

Home Avenue and Clinton Avenue with Proposed Access Drive

The results of the capacity analysis indicate that outbound movements from the access drive onto Home Avenue are projected to operate at LOS A during the weekday morning peak hour and at LOS B during the weekday evening peak hour. Furthermore, outbound movements from the access drive to Clinton Avenue are projected to operate at LOS A during the weekday morning and evening peak hours. The 95th percentile queues for the outbound movements are projected to be one to two vehicles. Additionally, southbound left turns from Home Avenue and northbound left turns from Clinton Avenue to the access drive are projected to operate at LOS A during both peak hours. As such, the proposed access drive will be adequate in accommodating the traffic projected to be generated by the proposed development and will provide efficient and flexible access.

Parking Analysis

As previously indicated, each townhome unit will provide a two-car garage resulting in a total of 42 parking spaces. Additionally, 10 guest parking spaces will be provided for a total of 52 parking spaces or 2.48 spaces per unit. The proposed 21 parking spaces on-site exceed the maximum required parking spaces per Village of Oak Park requirement of two spaces per dwelling unit for multifamily dwellings with three bedrooms or more. The parking ratio of 2.48 spaces per unit also exceeds the average parking demand for townhome units of 1.3 spaces per unit based on information published in the ITE *Parking Generation Manual*. As such, the proposed townhome development will provide a sufficient number of parking spaces on-site to accommodate its projected parking demand.





6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The proposed development will generate a limited number of trips during the weekday morning and evening peak hours, approximately 15 and 17 trips, respectively.
- The development generated traffic will not have a significant impact on area roadways.
- The development generated traffic is less than one percent of the traffic projected to be traversing the intersection of Madison Street with Home Avenue.
- Providing full movement access off Home Avenue, Clinton Avenue, and the public alley that bisects the site will be adequate in accommodating the development-generated traffic and will ensure that efficient and flexible access is provided.
- The proposed 52 parking spaces on site will be adequate in accommodating the projected parking demand of the proposed townhome development.





Traffic Count Summary Sheets Site Plan CMAP 2040 Projections Letter Level of Service Criteria Capacity Analysis Summary Sheets



Townhome Development Oak Park, Illinois

Traffic Count Summary Sheets





Rosemont, Illinois, United States 60018 (847)518-9990 Count Name: Madison Street with Home Avenue Site Code: Start Date: 08/01/2017 Page No: 1

Turning Movement Data

	1		Madiso	n Street			1		Madiso	n Street	mig i			Julu	Home	Avenue			1		Home	Avenue			1
				bound			-			bound						bound						bound			
Start Time						Ann	l					App.						App.	1					App.	
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	Total	U-Turn	Left	Thru	Right	Peds	Total	U-Turn	Left	Thru	Right	Peds	Total	Int. Total
7:00 AM	0	2	153	1	. 1	156	0	0	182	8	0	190	0	0	6	0	2	6	0	8	3	8	2	19	371
7:15 AM	0	3	153	5	1	161	0	0	192	9	2	201	0	4	13	2	0	19	0	10	8	5	1	23	404
7:30 AM	0	3	150	2	1	155	0	1	194	14	1	209	0	2	5	1	0	8	0	9	9	9	1	27	399
7:45 AM	0	0	165	2	2	167	0	3	144	12	3	159	0	2	14	1	. 1	17	0	10	11	7	3	28	371
Hourly Total	0	8	621	10	5	639	0	4	712	43	6	759	0	8	38	4	3	50	0	37	31	29	7	97	1545
8:00 AM	0	4	142	4	0	150	0	0	182	16	3	198	0	1	17	4	0	22	0	19	9	12	4	40	410
8:15 AM	0	4	159	2	0	165	0	0	170	13	. 1	183	0	4	10	3	5	17	0	11	11	8	0	30	395
8:30 AM	0	2	156	2	1	160	0	2	131	12	1	145	0	4	19	2	2	25	0	13	16	4	2	33	363
8:45 AM	0	5	138	2	1	145	0	3	140	19	2	162	0	5	21	3	1	29	0	11	14	9	0	34	370
Hourly Total	0	15	595	10	2	620	0	5	623	60	7	688	0	14	67	12	8	93	0	54	50	33	6	137	1538
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	3	199	1	3	203	0	3	161	20	3	184	0	3	11	2	2	16	0	19	19	6	9	44	447
4:15 PM	0	3	176	2	0	181	0	0	184	15	5	199	0	5	12	1	2	18	0	15	17	5	2	37	435
4:30 PM	0	6	204	6	0	216	0	5	215	22	3	242	0	1	15	5	4	21	0	31	20	6	4	57	536
4:45 PM	0	6	199	4	3	209	0	4	192	14	0	210	0	1	12	2	1	15	0	17	15	7	2	39	473
Hourly Total	0	18	778	13	6	809	0	12	752	71	11	835	0	10	50	10	9	70	0	82	71	24	17	177	1891
5:00 PM	0	6	203	3	4	212	0	0	194	19	2	213	0	2	17	4	0	23	0	22	15	8	1	45	493
5:15 PM	0	2	194	3	1	199	0	4	194	14	1	212	0	1	12	6	1	19	0	24	29	11	4	64	494
5:30 PM	0	9	219	0	0	228	0	2	177	17	0	196	0	2	22	2	. 1	26	0	19	31	2	4	52	502
5:45 PM	0	7	188	4	5	199	0	0	185	13	3	198	0	2	11	3	2	16	0	26	16	9	3	51	464
Hourly Total	0	24	804	10	10	838	0	6	750	63	6	819	0	7	62	15	4	84	0	91	91	30	12	212	1953
Grand Total	0	65	2798	43	23	2906	0	27	2837	237	30	3101	0	39	217	41	24	297	0	264	243	116	42	623	6927
Approach %	0.0	2.2	96.3	1.5	-	-	0.0	0.9	91.5	7.6	-	-	0.0	13.1	73.1	13.8	-	-	0.0	42.4	39.0	18.6	-	-	-
Total %	0.0	0.9	40.4	0.6	-	42.0	0.0	0.4	41.0	3.4	-	44.8	0.0	0.6	3.1	0.6	-	4.3	0.0	3.8	3.5	1.7	-	9.0	-
Lights	0	62	2720	40	-	2822	0	27	2768	236	-	3031	0	36	201	39	-	276	0	263	223	113	-	599	6728
% Lights	-	95.4	97.2	93.0	-	97.1	-	100.0	97.6	99.6	-	97.7	-	92.3	92.6	95.1	-	92.9	-	99.6	91.8	97.4	-	96.1	97.1
Buses	0	0	12	1	-	13	0	0	8	0	-	8	0	1	0	0	-	1	0	0	1	1	-	2	24
% Buses	-	0.0	0.4	2.3	-	0.4	-	0.0	0.3	0.0	-	0.3	-	2.6	0.0	0.0	-	0.3	-	0.0	0.4	0.9	-	0.3	0.3
Single-Unit Trucks	0	3	52	1	-	56	0	0	49	1	-	50	0	2	0	0	-	2	0	1	0	0	-	1	109
% Single-Unit Trucks	-	4.6	1.9	2.3	-	1.9	-	0.0	1.7	0.4	-	1.6	-	5.1	0.0	0.0	-	0.7	-	0.4	0.0	0.0	-	0.2	1.6
Articulated Trucks	0	0	11	0	-	11	0	0	11	0	-	11	0	0	0	0	-	0	0	0	0	0	-	0	22
% Articulated Trucks	-	0.0	0.4	0.0	-	0.4	-	0.0	0.4	0.0	-	0.4	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.3
Bicycles on Road	0	0	3	1	-	4	0	0	1	0	-	1	0	0	16	2	-	18	0	0	19	2	-	21	44
% Bicycles on Road	-	0.0	0.1	2.3	-	0.1	-	0.0	0.0	0.0	-	0.0	-	0.0	7.4	4.9	-	6.1	-	0.0	7.8	1.7	-	3.4	0.6
Pedestrians	-	-	-	-	23	-	-	-	-	-	30	-	-	-	-	-	24	-	-	-	-	-	42	-	-
		-				•	•			•			•		-	-	-	•	•		•		•	-	



Rosemont, Illinois, United States 60018 (847)518-9990 Count Name: Madison Street with Home Avenue Site Code: Start Date: 08/01/2017 Page No: 3

Turning Movement Peak Hour Data (7:15 AM)

				on Street bound					Madiso West	n Street bound					Home	Avenue bound						Avenue bound			
Start Time	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total
7:15 AM	0	3	153	5	1	161	0	0	192	9	2	201	0	4	13	2	0	19	0	10	8	5	1	23	404
7:30 AM	0	3	150	2	1	155	0	1	194	14	1	209	0	2	5	1	0	8	0	9	9	9	1	27	399
7:45 AM	0	0	165	2	2	167	0	3	144	12	3	159	0	2	14	1	1	17	0	10	11	7	3	28	371
8:00 AM	0	4	142	4	0	150	0	0	182	16	3	198	0	1	17	4	0	22	0	19	9	12	4	40	410
Total	0	10	610	13	4	633	0	4	712	51	9	767	0	9	49	8	1	66	0	48	37	33	9	118	1584
Approach %	0.0	1.6	96.4	2.1	-	-	0.0	0.5	92.8	6.6	-	-	0.0	13.6	74.2	12.1	-	-	0.0	40.7	31.4	28.0	-	-	-
Total %	0.0	0.6	38.5	0.8	-	40.0	0.0	0.3	44.9	3.2	-	48.4	0.0	0.6	3.1	0.5	-	4.2	0.0	3.0	2.3	2.1	-	7.4	-
PHF	0.000	0.625	0.924	0.650	-	0.948	0.000	0.333	0.918	0.797	-	0.917	0.000	0.563	0.721	0.500	-	0.750	0.000	0.632	0.841	0.688	-	0.738	0.966
Lights	0	7	584	12	-	603	0	4	693	51	-	748	0	7	44	8	-	59	0	48	33	33	-	114	1524
% Lights	-	70.0	95.7	92.3	-	95.3	-	100.0	97.3	100.0	-	97.5	-	77.8	89.8	100.0	-	89.4	-	100.0	89.2	100.0	-	96.6	96.2
Buses	0	0	5	0	-	5	0	0	1	0	-	1	0	1	0	0	-	1	0	0	0	0	-	0	7
% Buses	-	0.0	0.8	0.0	-	0.8	-	0.0	0.1	0.0	-	0.1	-	11.1	0.0	0.0	-	1.5	-	0.0	0.0	0.0	-	0.0	0.4
Single-Unit Trucks	0	3	15	1	-	19	0	0	14	0	-	14	0	1	0	0	-	1	0	0	0	0	-	0	34
% Single-Unit Trucks	-	30.0	2.5	7.7	-	3.0	-	0.0	2.0	0.0	-	1.8	-	11.1	0.0	0.0	-	1.5	-	0.0	0.0	0.0	-	0.0	2.1
Articulated Trucks	0	0	6	0	-	6	0	0	3	0	-	3	0	0	0	0	-	0	0	0	0	0	-	0	9
% Articulated Trucks	-	0.0	1.0	0.0	-	0.9	-	0.0	0.4	0.0	-	0.4	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.6
Bicycles on Road	0	0	0	0	-	0	0	0	1	0	-	1	0	0	5	0	-	5	0	0	4	0	-	4	10
% Bicycles on Road	-	0.0	0.0	0.0	-	0.0	-	0.0	0.1	0.0	-	0.1	-	0.0	10.2	0.0	-	7.6	-	0.0	10.8	0.0	-	3.4	0.6
Pedestrians	-	-	-	-	4	-	-	-	-	-	9	-	-	-	-	-	1	-	-	-	-	-	9	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-



Rosemont, Illinois, United States 60018 (847)518-9990 Count Name: Madison Street with Home Avenue Site Code: Start Date: 08/01/2017 Page No: 4

Turning Movement Peak Hour Data (4:30 PM)

	1						1						1		(,			I						1
			Madiso	on Street					Madiso	n Street					Home	Avenue			ļ		Home	Avenue			
			East	bound					West	bound					North	bound					South	bound			
Start Time	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total
4:30 PM	0	6	204	6	0	216	0	5	215	22	3	242	0	1	15	5	4	21	0	31	20	6	4	57	536
4:45 PM	0	6	199	4	3	209	0	4	192	14	0	210	0	1	12	2	1	15	0	17	15	7	2	39	473
5:00 PM	0	6	203	3	4	212	0	0	194	19	2	213	0	2	17	4	0	23	0	22	15	8	1	45	493
5:15 PM	0	2	194	3	1	199	0	4	194	14	1	212	0	1	12	6	1	19	0	24	29	11	4	64	494
Total	0	20	800	16	8	836	0	13	795	69	6	877	0	5	56	17	6	78	0	94	79	32	11	205	1996
Approach %	0.0	2.4	95.7	1.9	-	-	0.0	1.5	90.6	7.9	-	-	0.0	6.4	71.8	21.8	-	-	0.0	45.9	38.5	15.6	-	-	-
Total %	0.0	1.0	40.1	0.8	-	41.9	0.0	0.7	39.8	3.5	-	43.9	0.0	0.3	2.8	0.9	-	3.9	0.0	4.7	4.0	1.6	-	10.3	-
PHF	0.000	0.833	0.980	0.667	-	0.968	0.000	0.650	0.924	0.784	-	0.906	0.000	0.625	0.824	0.708	-	0.848	0.000	0.758	0.681	0.727	-	0.801	0.931
Lights	0	20	789	16	-	825	0	13	780	69	-	862	0	5	53	16	-	74	0	94	75	30	-	199	1960
% Lights	-	100.0	98.6	100.0	-	98.7	-	100.0	98.1	100.0	-	98.3	-	100.0	94.6	94.1	-	94.9	-	100.0	94.9	93.8	-	97.1	98.2
Buses	0	0	0	0	-	0	0	0	2	0	-	2	0	0	0	0	-	0	0	0	0	1	-	1	3
% Buses	-	0.0	0.0	0.0	-	0.0	-	0.0	0.3	0.0	-	0.2	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	3.1	-	0.5	0.2
Single-Unit Trucks	0	0	9	0	-	9	0	0	12	0	-	12	0	0	0	0	-	0	0	0	0	0	-	0	21
% Single-Unit Trucks	-	0.0	1.1	0.0	-	1.1	-	0.0	1.5	0.0	-	1.4	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	1.1
Articulated Trucks	0	0	1	0	-	1	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	2
% Articulated Trucks	-	0.0	0.1	0.0	-	0.1	-	0.0	0.1	0.0	-	0.1	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.1
Bicycles on Road	0	0	1	0	-	1	0	0	0	0	-	0	0	0	3	1	-	4	0	0	4	1	-	5	10
% Bicycles on Road	-	0.0	0.1	0.0	-	0.1	-	0.0	0.0	0.0	-	0.0	-	0.0	5.4	5.9	-	5.1	-	0.0	5.1	3.1	-	2.4	0.5
Pedestrians	-	-	-	-	8	-	-	-	-	-	6	-	-	-	-	-	6	-	-	-	-	-	11	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-



Rosemont, Illinois, United States 60018 (847)518-9990 Count Name: Madison Street with Clinton Avenue Site Code: Start Date: 08/01/2017 Page No: 1

Turning Movement Data

	1						inig mo		Julia	1						I
			Clinton Avenue	9				Madison Street					Clinton Avenue			
Start Time			Eastbound					Westbound					Southbound			
	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	Int. Total
7:00 AM	0	0	163	0	163	0	199	0	0	199	0	0	0	0	0	362
7:15 AM	0	0	166	0	166	0	199	0	0	199	0	0	0	1	0	365
7:30 AM	0	1	160	0	161	0	201	0	0	201	0	1	0	2	1	363
7:45 AM	0	0	181	0	181	0	160	1	0	161	0	0	2	2	2	344
Hourly Total	0	1	670	0	671	0	759	1	0	760	0	1	2	5	3	1434
8:00 AM	0	0	164	0	164	0	193	0	0	193	0	0	1	1	1	358
8:15 AM	0	1	180	1	181	0	185	0	0	185	0	0	2	4	2	368
8:30 AM	0	0	175	0	175	0	139	1	0	140	0	0	1	2	1	316
8:45 AM	0	0	148	0	148	0	159	1	0	160	0	2	1	5	3	311
Hourly Total	0	1	667	1	668	0	676	2	0	678	0	2	5	12	7	1353
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	1	227	0	228	0	183	1	0	184	0	1	2	16	3	415
4:15 PM	0	4	201	0	205	0	205	3	0	208	0	2	7	3	9	422
4:30 PM	0	2	242	0	244	0	242	1	0	243	0	1	7	6	8	495
4:45 PM	0	0	210	0	210	0	210	0	0	210	0	3	6	7	9	429
Hourly Total	0	7	880	0	887	0	840	5	0	845	0	7	22	32	29	1761
5:00 PM	0	1	236	0	237	0	199	1	0	200	0	2	3	6	5	442
5:15 PM	0	1	232	0	233	0	214	3	0	217	0	3	3	2	6	456
5:30 PM	0	2	237	0	239	0	195	1	0	196	0	6	0	6	6	441
5:45 PM	0	2	215	0	217	0	197	1	0	198	0	3	2	6	5	420
Hourly Total	0	6	920	0	926	0	805	6	0	811	0	14	8	20	22	1759
Grand Total	0	15	3137	1	3152	0	3080	14	0	3094	0	24	37	69	61	6307
Approach %	0.0	0.5	99.5	-	-	0.0	99.5	0.5	-	-	0.0	39.3	60.7	-	-	-
Total %	0.0	0.2	49.7	-	50.0	0.0	48.8	0.2	-	49.1	0.0	0.4	0.6	-	1.0	-
Lights	0	15	3050	-	3065	0	3008	13	-	3021	0	23	36	-	59	6145
% Lights	-	100.0	97.2	-	97.2	-	97.7	92.9	-	97.6	-	95.8	97.3	-	96.7	97.4
Buses	0	0	13	-	13	0	8	0	-	8	0	0	0	-	0	21
% Buses	-	0.0	0.4	-	0.4	-	0.3	0.0	-	0.3	-	0.0	0.0	-	0.0	0.3
Single-Unit Trucks	0	0	60	-	60	0	50	1	-	51	0	0	0	-	0	111
% Single-Unit Trucks	-	0.0	1.9	-	1.9	-	1.6	7.1	-	1.6	-	0.0	0.0	-	0.0	1.8
Articulated Trucks	0	0	12	-	12	0	13	0	-	13	0	0	0	-	0	25
% Articulated Trucks	-	0.0	0.4	-	0.4	-	0.4	0.0	-	0.4	-	0.0	0.0	-	0.0	0.4
Bicycles on Road	0	0	2	-	2	0	1	0	-	1	0	1	1	-	2	5
% Bicycles on Road	-	0.0	0.1	-	0.1	-	0.0	0.0	-	0.0	-	4.2	2.7	-	3.3	0.1
Pedestrians	-	-	-	1	-	-	-	-	0	-	-	-	-	69	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	-	-	-	-	-	100.0	-	-
	-	-														



Rosemont, Illinois, United States 60018 (847)518-9990 Count Name: Madison Street with Clinton Avenue Site Code: Start Date: 08/01/2017 Page No: 2

Turning Movement Peak Hour Data (7:15 AM)

			Clinton Avenue			[Madison Street	,	,			Clinton Avenue			
Start Time			Eastbound					Westbound					Southbound			
Start Time	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	Int. Total
7:15 AM	0	0	166	0	166	0	199	0	0	199	0	0	0	1	0	365
7:30 AM	0	1	160	0	161	0	201	0	0	201	0	1	0	2	1	363
7:45 AM	0	0	181	0	181	0	160	1	0	161	0	0	2	2	2	344
8:00 AM	0	0	164	0	164	0	193	0	0	193	0	0	1	1	1	358
Total	0	1	671	0	672	0	753	1	0	754	0	1	3	6	4	1430
Approach %	0.0	0.1	99.9	-	-	0.0	99.9	0.1	-	-	0.0	25.0	75.0	-	-	-
Total %	0.0	0.1	46.9	-	47.0	0.0	52.7	0.1	-	52.7	0.0	0.1	0.2	-	0.3	-
PHF	0.000	0.250	0.927	-	0.928	0.000	0.937	0.250	-	0.938	0.000	0.250	0.375	-	0.500	0.979
Lights	0	1	644	-	645	0	730	1	-	731	0	1	3	-	4	1380
% Lights	-	100.0	96.0	-	96.0	-	96.9	100.0	-	96.9	-	100.0	100.0	-	100.0	96.5
Buses	0	0	4	-	4	0	1	0	-	1	0	0	0	-	0	5
% Buses	-	0.0	0.6	-	0.6	-	0.1	0.0	-	0.1	-	0.0	0.0	-	0.0	0.3
Single-Unit Trucks	0	0	17	-	17	0	17	0	-	17	0	0	0	-	0	34
% Single-Unit Trucks	-	0.0	2.5	-	2.5	-	2.3	0.0	-	2.3	-	0.0	0.0	-	0.0	2.4
Articulated Trucks	0	0	6	-	6	0	4	0	-	4	0	0	0	-	0	10
% Articulated Trucks	-	0.0	0.9	-	0.9	-	0.5	0.0	-	0.5	-	0.0	0.0	-	0.0	0.7
Bicycles on Road	0	0	0	-	0	0	1	0	-	1	0	0	0	-	0	1
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.1	0.0	-	0.1	-	0.0	0.0	-	0.0	0.1
Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	6	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-



Rosemont, Illinois, United States 60018 (847)518-9990 Count Name: Madison Street with Clinton Avenue Site Code: Start Date: 08/01/2017 Page No: 3

Turning Movement Peak Hour Data (4:30 PM)

Start Time Eastbound Westbound Southbound		1								(-		1					1
Start TimeU-TurnLeftThuPedsApp. TotalU-TurnRightPedsApp. TotalU-TurnLeftRightPedsApp. TotalInt. Total4:30 PM022420244024210243017684954:45 PM012360210002100021003654425:00 PM012360237019910200023654425:15 PM0123202330214302170332664567 total000250.5-0.099.40.60.032.16.79Approach %0.00.499.5-50.70.099.40.60.03.16.79Total %0.00.50				Clinton Avenue					Madison Street					Clinton Avenue			1
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	Ctart Time			Eastbound					Westbound					Southbound			
$4 + 45 PM$ 0 0 210 0 210 0 210 0 210 0 3 6 7 9 429 $5 \cdot 00 PM$ 0 1 236 0 237 0 199 1 0 200 0 2 3 6 5 442 $5 \cdot 15 PM$ 0 1 232 0 237 0 199 1 0 200 0 2 3 6 5 442 $5 \cdot 15 PM$ 0 4 920 0 232 0 237 0 214 3 0 217 0 3 3 2 6 456 $Total$ 0 4 920 0 324 0 856 5 0 877 0 3 3 2 6 456 PHr 0.00 0.4 99.6 $ 0.0$ 99.4 0.6 $ 0.0$ 32.1 67.9 $ PHr$ 0.00 0.5 0.960 $ 50.920$ $ 0.0$ 0.5 $0.67.9$ $ 0.778$ 0.520 $Diff 0.9470.9470.983100.0 47.70.00.50.67.9 0.7780.520PHr0.000.50.9200.970.770.970.67.9 0.7780.57.90.67.9-$	Start Time	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	Int. Total
5:00 PM 0 1 236 0 237 0 199 1 0 200 0 2 3 6 5 442 5:15 PM 0 1 232 0 233 0 214 3 0 217 0 3 3 2 6 456 Total 0 4 920 0 924 0 865 5 0 870 0 3 3 2 6 465 Approach% 0.0 0.4 99.6 - 0.0 885 5 0 870 0.0 32.1 67.9 2 3 6 5 42 Approach% 0.0 0.4 99.6 - 50.7 0.0 47.5 0.3 - 47.7 0.0 0.5 1.0 - 0.78 0.78 0.78 0.78 0.920 Lights 0 0.0 0.950 9.95 9.0 2 0 9.0 2 0 9.0 2 0.0 0.0 0.	4:30 PM	0	2	242	0	244	0	242	1	0	243	0	1	7	6	8	495
5:15 PM 0 1 232 0 233 0 214 3 0 217 0 3 3 2 6 456 Total 0 4 920 0 924 0 865 5 0 870 0 9 19 21 28 1822 Approach% 0.0 0.4 99.6 - - 0.0 92.1 6.0 92.1 21 28 1822 Approach% 0.0 0.4 99.6 - - 0.0 92.1 6.0 92.1 7.0 <td>4:45 PM</td> <td>0</td> <td>0</td> <td>210</td> <td>0</td> <td>210</td> <td>0</td> <td>210</td> <td>0</td> <td>0</td> <td>210</td> <td>0</td> <td>3</td> <td>6</td> <td>7</td> <td>9</td> <td>429</td>	4:45 PM	0	0	210	0	210	0	210	0	0	210	0	3	6	7	9	429
Total 0 4 920 0 924 0 865 5 0 870 0 9 19 21 28 1822 Approach% 0.0 0.4 99.6 - - 0.0 99.4 0.6 - - 0.0 32.1 67.9 - - - - - - 0.0 32.1 67.9 - - - - - - 0.0 32.1 67.9 - - - - - 0.0 32.1 67.9 - - - - - 0.0 32.1 67.9 - - - - 0.0<	5:00 PM	0	1	236	0	237	0	199	1	0	200	0	2	3	6	5	442
Approach % 0.0 0.4 99.6 - 0.0 99.4 0.6 - - 0.0 32.1 67.9 - - - - - - 0.0 32.1 67.9 - - - - - 1.5 - - 1.5 - - 1.5 - - 1.5 - - 1.5 - 1.5 - 1.5 - 1.5 - 1.5 - 1.5 - 1.5 1.0 1.5	5:15 PM	0	1	232	0	233	0	214	3	0	217	0	3	3	2	6	456
Total % 0.0 0.2 50.5 - 50.7 0.0 47.5 0.3 - 47.7 0.0 0.5 1.0 - 1.5 - PHF 0.000 0.500 0.950 0.947 0.000 0.894 0.417 - 0.895 0.000 0.750 0.679 - 0.778 0.920 Lights 0 4 908 912 0 850 5 - 855 0 9 18 - 27 1794 % Lights - 100.0 98.7 - 98.3 100.0 - 98.3 - 100.0 94.7 - 96.4 98.5 Buses 0 0 1 - 1 0 2 0 - 20 0	Total	0	4	920	0	924	0	865	5	0	870	0	9	19	21	28	1822
PHF 0.000 0.500 0.950 - 0.947 0.000 0.894 0.417 - 0.895 0.000 0.750 0.679 - 0.778 0.920 Lights 0 4 908 - 912 0 850 5 - 855 0 9 18 - 27 1794 % Lights - 100.0 98.7 - 98.3 100.0 98.3 - 100.0 94.7 - 96.4 98.5 Buses 0 0 1 - 1 0 2 0 - 20 0 0.0 9.7 - 96.4 98.5 Buses 0 0 1 - 1 0 2 0.0 - 0.2 0.0 0.0 0.0 - 0.0 0.2 - 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 <	Approach %	0.0	0.4	99.6	-	-	0.0	99.4	0.6	-	-	0.0	32.1	67.9	-	-	-
Lights 0 4 908 - 912 0 850 5 - 855 0 9 18 - 27 1794 % Lights - 100.0 98.7 - 98.7 - 98.3 100.0 98.3 - 98.3 - 98.3 - 100.0 94.7 - 96.4 98.5 Buses 0 0 1 - 1 0 2 0 - 20 0 0 0.7 96.4 98.5 % Buses 0 0 1 0 2 0 - 2.0 0 0 0.7 0.0 0.0 0 0 98.3 0.0 0.2 0 0 0.7 0.0 30.5	Total %	0.0	0.2	50.5	-	50.7	0.0	47.5	0.3	-	47.7	0.0	0.5	1.0	-	1.5	-
No 100.0 98.7 98.7 98.7 98.3 100.0 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 112 00 00 00 00 100 <td>PHF</td> <td>0.000</td> <td>0.500</td> <td>0.950</td> <td>-</td> <td>0.947</td> <td>0.000</td> <td>0.894</td> <td>0.417</td> <td>-</td> <td>0.895</td> <td>0.000</td> <td>0.750</td> <td>0.679</td> <td>-</td> <td>0.778</td> <td>0.920</td>	PHF	0.000	0.500	0.950	-	0.947	0.000	0.894	0.417	-	0.895	0.000	0.750	0.679	-	0.778	0.920
Buses 0 0 1 - 1 0 2 0 - 2 0 0 0 - 0 3 % Buses - 0.0 0.1 - 0.1 - 0.2 0.0 - 0.0 0.0 - 0.0 0.0 - 0.0 0.0 - 0.0 0.0 - 0.0 0.0 - 0.0 0.0 - 0.0 0.0 0.0 0.0 0.0 0.2 - 0.0 0.0 0.0 0.0 0.2 - 0.0 0.0 0.0 0.2 - 0.0 0.0 0.0 0.2 - 0.0 0.0 0.0 1.2 0.0 0.0 0.0 1.2 0.0 0.0 0.0 0.0 1.2 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	Lights	0	4	908	-	912	0	850	5	-	855	0	9	18	-	27	1794
% Buses - 0.0 0.1 - 0.1 - 0.2 0.0 - 0.0 0.0 - 0.0 0.0 - 0.0 0.2 Single-Unit Trucks 0 0 9 - 9 0 12 0 - 12 0 0 0 0 - 0.0 21 % Single-Unit Trucks - 0.0 1.0 - 1.0 - 1.4 0.0 - 1.4 - 0.0 0.0 0 0 1.2 Articulated Trucks 0 0 2 - 2 0 1 0 - 1.4 0.0 0 0 0 0 1.2 Articulated Trucks 0 0 2 - 0.2 - 0.1 0.0 - 0.0 0.0 - 0.0 0.0 0.2 0.0 0.2 0.0 0.2 0.0 0.2 0.0 0.2 0.0 0.0 0.1 - 0.0 0.0 0.0 0.2 0.0 0.2	% Lights	-	100.0	98.7	-	98.7	-	98.3	100.0	-	98.3	-	100.0	94.7	-	96.4	98.5
Single-Unit Trucks 0 0 9 - 9 0 12 0 - 12 0 0 0 - 00 21 % Single-Unit Trucks - 0.0 1.0 - 1.0 - 1.4 0.0 - 1.4 - 0.0 0.0 - 0.0 1.2 Articulated Trucks 0 0 2 - 2 0 1 0 - 1.4 0.0 0 0 0.0 - 0.0 1.2 Articulated Trucks 0 0 0 2 - 2 0 1 0 - 1.4 0.0 0 0 0 - 0.0 0.0 1.2 Matriculated Trucks - 0.0 0.2 - 0.2 - 0.1 0.0 - 0.0 0.0 0.0 0.0 0.2 0.0 0.2 0.0 0.2 0.0 0.2 0.0 0.2 0.1 1.2 0.0 0.0 0.0 0.0 0.0 0.0 0.0<	Buses	0	0	1	-	1	0	2	0	-	2	0	0	0	-	0	3
% Single-Unit Trucks - 0.0 1.0 - 1.0 - 1.4 0.0 - 1.4 - 0.0 0.0 - 0.0 1.2 Articulated Trucks 0 0 2 - 2 0 1 0 - 1.4 0.0 0 0 0.0 - 0.0 1.2 Articulated Trucks 0 0.0 0.2 - 2.2 0 1 0 - 1.0 0 0 0 - 0.0 3 % Articulated Trucks - 0.0 0.2 - 0.2 - 0.1 0.0 - 0.0 0.0 - 0.0 0.2 0.0 0.2 - 0.1 0.0 - 0.0	% Buses	-	0.0	0.1	-	0.1	-	0.2	0.0	-	0.2	-	0.0	0.0	-	0.0	0.2
Articulated Trucks 0 0 2 - 2 0 1 0 - 1 0 0 - 0 3 % Articulated Trucks - 0.0 0.2 - 0.2 - 0.1 0.0 - 0.0 0.0 - 0.0 0.0 0 0.0	Single-Unit Trucks	0	0	9	-	9	0	12	0	-	12	0	0	0	-	0	21
% Articulated Trucks - 0.0 0.2 - 0.2 - 0.1 0.0 - 0.0 0.0 - 0.0 0.2 Bicycles on Road 0 0 0 0 0 0 0 0 0 0 0.2 0.2 Bicycles on Road 0 0 0 0 0 0 0 0 1 - 1 1 % Bicycles on Road - 0.0 0.0 - 0.0 0.0 - 0.0 0.0 1 - 1 1 % Bicycles on Road - 0.0 0.0 - 0.0 0.0 - 0.0 0.0 - 0.0 0.0 1 - 1.0 1 Pedestrians - - 0 - - 0 - - - 21 - -	% Single-Unit Trucks	-	0.0	1.0	-	1.0	-	1.4	0.0	-	1.4	-	0.0	0.0	-	0.0	1.2
Bicycles on Road 0 0 0 0 0 0 0 0 0 0 1 - 1 1 % Bicycles on Road - 0.0 0.0 - 0.0 0.0 - 0.0 0.0 - 0.0 1 - 1 1 % Bicycles on Road - 0.0 0.0 - - 0.0 - - 0 - - 0 - - 0 - - - 0 - - 0.0 -	Articulated Trucks	0	0	2	-	2	0	1	0	-	1	0	0	0	-	0	3
% Bicycles on Road 0.0 0.0 - 0.0 0.0 0.0 - 0.0 - 0.0 5.3 - 3.6 0.1 Pedestrians - - 0 - - 0 - 0.0 - 3.6 0.1	% Articulated Trucks	-	0.0	0.2	-	0.2	-	0.1	0.0	-	0.1	-	0.0	0.0	-	0.0	0.2
Pedestrians - - 0 - - 0 - - 21 -	Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	1	-	1	1
	% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	5.3	-	3.6	0.1
% Pedestrians	Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	21	-	-
	% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-



Rosemont, Illinois, United States 60018 (847)518-9990 Count Name: Madison Street with Alley/Clinton Avenue Site Code: Start Date: 08/01/2017 Page No: 1

Turning Movement Data

	1			a			1							Juiu	011				1						1
				n Street						on Street						Avenue						ley			
Start Time			East	bound					West	bound					North	nbound					South	bound			
Start Time	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total
7:00 AM	0	0	160	8	0	168	0	3	190	1	0	194	0	0	0	2	4	2	0	1	0	0	3	1	365
7:15 AM	0	0	147	6	0	153	0	3	201	0	0	204	0	0	0	0	0	0	0	2	0	1	2	3	360
7:30 AM	0	0	158	5	1	163	0	3	199	0	0	202	0	1	0	0	0	1	0	0	0	2	2	2	368
7:45 AM	0	0	176	1	0	177	0	2	164	0	0	166	0	0	0	4	1	4	0	0	0	0	1	0	347
Hourly Total	0	0	641	20	1	661	0	11	754	1	0	766	0	1	0	6	5	7	0	3	0	3	8	6	1440
8:00 AM	0	0	162	5	0	167	0	2	187	0	0	189	0	0	0	4	0	4	0	0	0	1	2	1	361
8:15 AM	0	0	168	6	1	174	0	8	180	0	0	188	0	1	0	2	3	3	0	1	0	2	2	3	368
8:30 AM	0	0	170	3	0	173	0	5	145	0	0	150	0	0	0	2	1	2	0	0	0	1	2	1	326
8:45 AM	0	0	140	6	0	146	0	7	154	0	0	161	0	4	0	2	2	6	0	0	0	1	5	1	314
Hourly Total	0	0	640	20	1	660	0	22	666	0	0	688	0	5	0	10	6	15	0	1	0	5	11	6	1369
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	0	214	7	0	221	0	3	185	2	0	190	0	0	0	3	0	3	0	0	0	0	16	0	414
4:15 PM	0	0	198	9	0	207	0	9	195	1	1	205	0	0	0	5	2	5	0	0	0	1	4	1	418
4:30 PM	0	0	243	14	0	257	0	7	241	0	0	248	0	0	0	2	1	2	0	0	0	0	7	0	507
4:45 PM	0	0	213	14	0	227	0	8	209	0	2	217	0	0	0	4	3	4	0	0	0	1	2	1	449
Hourly Total	0	0	868	44	0	912	0	27	830	3	3	860	0	0	0	14	6	14	0	0	0	2	29	2	1788
5:00 PM	0	0	221	8	0	229	0	3	205	0	3	208	0	0	0	6	5	6	0	1	0	1	2	2	445
5:15 PM	0	1	229	7	0	237	0	8	204	0	2	212	0	0	0	6	3	6	0	1	0	1	4	2	457
5:30 PM	0	1	231	11	1	243	0	8	185	0	0	193	0	1	0	4	1	5	0	0	0	0	8	0	441
5:45 PM	0	0	218	10	0	228	0	3	187	1	0	191	0	1	0	1	3	2	0	0	0	1	5	1	422
Hourly Total	0	2	899	36	1	937	0	22	781	1	5	804	0	2	0	17	12	19	0	2	0	3	19	5	1765
Grand Total	0	2	3048	120	3	3170	0	82	3031	5	8	3118	0	8	0	47	29	55	0	6	0	13	67	19	6362
Approach %	0.0	0.1	96.2	3.8	-	-	0.0	2.6	97.2	0.2	-	-	0.0	14.5	0.0	85.5	-	-	0.0	31.6	0.0	68.4	-	-	-
Total %	0.0	0.0	47.9	1.9	-	49.8	0.0	1.3	47.6	0.1	-	49.0	0.0	0.1	0.0	0.7	-	0.9	0.0	0.1	0.0	0.2	-	0.3	-
Lights	0	2	2974	118	-	3094	0	80	2958	5	-	3043	0	7	0	47	-	54	0	6	0	13	-	19	6210
% Lights	-	100.0	97.6	98.3	-	97.6	-	97.6	97.6	100.0	-	97.6	-	87.5	-	100.0	-	98.2	-	100.0	-	100.0	-	100.0	97.6
Buses	0	0	11	0	-	11	0	0	8	0	-	8	0	0	0	0	-	0	0	0	0	0	-	0	19
% Buses	-	0.0	0.4	0.0	-	0.3	-	0.0	0.3	0.0	-	0.3	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.3
Single-Unit Trucks	0	0	53	1	-	54	0	2	57	0	-	59	0	0	0	0	-	0	0	0	0	0	-	0	113
% Single-Unit Trucks	-	0.0	1.7	0.8	-	1.7	-	2.4	1.9	0.0	-	1.9	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	1.8
Articulated Trucks	0	0	9	0	-	9	0	0	7	0	-	7	0	0	0	0	-	0	0	0	0	0	-	0	16
% Articulated Trucks	-	0.0	0.3	0.0	-	0.3	-	0.0	0.2	0.0	-	0.2	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.3
Bicycles on Road	0	0	1	1	-	2	0	0	1	0	-	1	0	1	0	0	-	1	0	0	0	0	-	0	4
% Bicycles on Road	-	0.0	0.0	0.8	-	0.1	-	0.0	0.0	0.0	-	0.0	-	12.5	-	0.0	-	1.8	-	0.0	-	0.0	-	0.0	0.1
Pedestrians	-	-	-	-	3	-	-	-	-	-	8	-	-	-	-	-	29	-	-	-	-	-	67	-	-



Rosemont, Illinois, United States 60018 (847)518-9990 Count Name: Madison Street with Alley/Clinton Avenue Site Code: Start Date: 08/01/2017 Page No: 3

Turning Movement Peak Hour Data (7:15 AM)

				n Street bound					Madiso Westt						Clinton	Avenue bound						ley bound			
Start Time	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total
7:15 AM	0	0	147	6	0	153	0	3	201	0	0	204	0	0	0	0	0	0	0	2	0	1	2	3	360
7:30 AM	0	0	158	5	1	163	0	3	199	0	0	202	0	1	0	0	0	1	0	0	0	2	2	2	368
7:45 AM	0	0	176	1	0	177	0	2	164	0	0	166	0	0	0	4	1	4	0	0	0	0	1	0	347
8:00 AM	0	0	162	5	0	167	0	2	187	0	0	189	0	0	0	4	0	4	0	0	0	1	2	1	361
Total	0	0	643	17	1	660	0	10	751	0	0	761	0	1	0	8	1	9	0	2	0	4	7	6	1436
Approach %	0.0	0.0	97.4	2.6	-	-	0.0	1.3	98.7	0.0	-	-	0.0	11.1	0.0	88.9	-	-	0.0	33.3	0.0	66.7	-	-	-
Total %	0.0	0.0	44.8	1.2	-	46.0	0.0	0.7	52.3	0.0	-	53.0	0.0	0.1	0.0	0.6	-	0.6	0.0	0.1	0.0	0.3	-	0.4	-
PHF	0.000	0.000	0.913	0.708	-	0.932	0.000	0.833	0.934	0.000	-	0.933	0.000	0.250	0.000	0.500	-	0.563	0.000	0.250	0.000	0.500	-	0.500	0.976
Lights	0	0	616	16	-	632	0	9	729	0	-	738	0	1	0	8	-	9	0	2	0	4	-	6	1385
% Lights	-	-	95.8	94.1	-	95.8	-	90.0	97.1	-	-	97.0	-	100.0	-	100.0	-	100.0	-	100.0	-	100.0	-	100.0	96.4
Buses	0	0	4	0	-	4	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	5
% Buses	-	-	0.6	0.0	-	0.6	-	0.0	0.1	-	-	0.1	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.3
Single-Unit Trucks	0	0	19	0	-	19	0	1	19	0	-	20	0	0	0	0	-	0	0	0	0	0	-	0	39
% Single-Unit Trucks	-	-	3.0	0.0	-	2.9	-	10.0	2.5	-	-	2.6	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	2.7
Articulated Trucks	0	0	4	0	-	4	0	0	2	0	-	2	0	0	0	0	-	0	0	0	0	0	-	0	6
% Articulated Trucks	-	-	0.6	0.0	-	0.6	-	0.0	0.3	-	-	0.3	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.4
Bicycles on Road	0	0	0	1	-	1	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	1
% Bicycles on Road	-	-	0.0	5.9	-	0.2	-	0.0	0.0	-	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.1
Pedestrians	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	7	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-



Rosemont, Illinois, United States 60018 (847)518-9990 Count Name: Madison Street with Alley/Clinton Avenue Site Code: Start Date: 08/01/2017 Page No: 4

Turning Movement Peak Hour Data (4:30 PM)

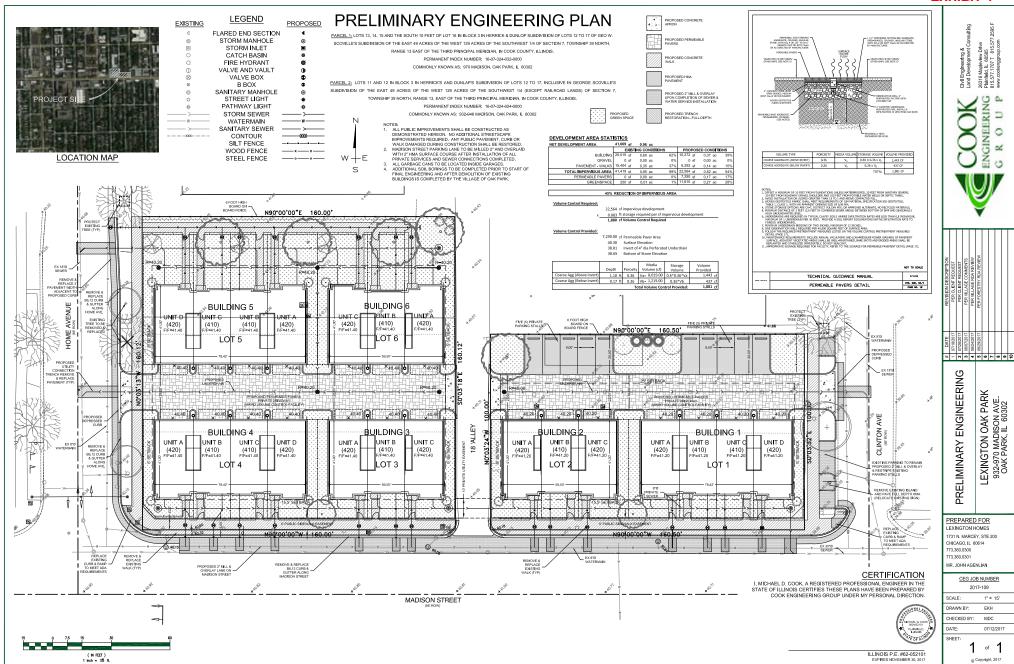
							1					00		- ara	(• ••••									1
			Madiso	n Street					Madiso	n Street					Clinton	Avenue					Al	ley			
			East	bound					West	bound					North	bound					South	bound			
Start Time	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	Int. Total
4:30 PM	0	0	243	14	0	257	0	7	241	0	0	248	0	0	0	2	1	2	0	0	0	0	7	0	507
4:45 PM	0	0	213	14	0	227	0	8	209	0	2	217	0	0	0	4	3	4	0	0	0	1	2	1	449
5:00 PM	0	0	221	8	0	229	0	3	205	0	3	208	0	0	0	6	5	6	0	1	0	1	2	2	445
5:15 PM	0	1	229	7	0	237	0	8	204	0	2	212	0	0	0	6	3	6	0	1	0	1	4	2	457
Total	0	1	906	43	0	950	0	26	859	0	7	885	0	0	0	18	12	18	0	2	0	3	15	5	1858
Approach %	0.0	0.1	95.4	4.5	-	-	0.0	2.9	97.1	0.0	-	-	0.0	0.0	0.0	100.0	-	-	0.0	40.0	0.0	60.0	-	-	-
Total %	0.0	0.1	48.8	2.3	-	51.1	0.0	1.4	46.2	0.0	-	47.6	0.0	0.0	0.0	1.0	-	1.0	0.0	0.1	0.0	0.2	-	0.3	-
PHF	0.000	0.250	0.932	0.768	-	0.924	0.000	0.813	0.891	0.000	-	0.892	0.000	0.000	0.000	0.750	-	0.750	0.000	0.500	0.000	0.750	-	0.625	0.916
Lights	0	1	896	42	-	939	0	26	844	0	-	870	0	0	0	18	-	18	0	2	0	3	-	5	1832
% Lights	-	100.0	98.9	97.7	-	98.8	-	100.0	98.3	-	-	98.3	-	-	-	100.0	-	100.0	-	100.0	-	100.0	-	100.0	98.6
Buses	0	0	1	0	-	1	0	0	2	0	-	2	0	0	0	0	-	0	0	0	0	0	-	0	3
% Buses	-	0.0	0.1	0.0	-	0.1	-	0.0	0.2	-	-	0.2	-	-	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.2
Single-Unit Trucks	0	0	7	1	-	8	0	0	12	0	-	12	0	0	0	0	-	0	0	0	0	0	-	0	20
% Single-Unit Trucks	-	0.0	0.8	2.3	-	0.8	-	0.0	1.4	-	-	1.4	-	-	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	1.1
Articulated Trucks	0	0	1	0	-	1	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	2
% Articulated Trucks	-	0.0	0.1	0.0	-	0.1	-	0.0	0.1	-	-	0.1	-	-	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.1
Bicycles on Road	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	1
% Bicycles on Road	-	0.0	0.1	0.0	-	0.1	-	0.0	0.0	-	-	0.0	-	-	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	0.1
Pedestrians	-	-	-	-	0	-	-	-	-	-	7	-	-	-	-	-	12	-	-	-	-	-	15	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-

Site Plan



Townhome Development Oak Park, Illinois

EXHIBIT 4



CMAP 2040 Projections Letter



Townhome Development Oak Park, Illinois



233 South Wacker Drive Suite 800 Chicago, Illinois 60606

312 454 0400 www.cmap.illinois.gov

October 18, 2016

Hon. Anan Abu-Taleb President Village of Oak Park 123 Madison Street Oak Park, IL 60302

Subject: Madison Street from Harlem Avenue to Austin Avenue Village of Oak Park

Dear President Abu-Taleb:

In response to a request made on your behalf and dated August 24, 2016, we have developed year 2040 average daily traffic (ADT) projections for the subject location.

Road Segment	Existing Alignment 2040 ADT	3 Lane Alignment 2040 ADT
Washington St from Harlem to Oak Park	7,900	8,300
Madison St from Harlem to Oak Park	25,000	21,600
Jackson Blvd from Harlem to Oak Park	8,400	9,000
Washington St from Oak Park to Ridgeland	7,000	7,000
Madison St from Oak Park to Ridgeland	24,000	22,700
Jackson Blvd from Oak Park to Ridgeland	7,000	6,400
Washington St from Ridgeland to Austin	6,700	8,000
Madison St from Ridgeland to Austin	21,300	19,500
Jackson Blvd from Ridgeland to Austin	9,200	9,600

Traffic projections are developed using existing ADT data provided in the request letter and the results from the March 2016 CMAP Travel Demand Analysis. The regional travel model uses CMAP 2040 socioeconomic projections and assumes the implementation of the GO TO 2040 Comprehensive Regional Plan for the Northeastern Illinois area. If you have any questions, please call me at (312) 386-8806.

Sincerely,

LR

Jose Rodriguez, PTP, AICP Senior Planner, Research & Analysis

cc: Juliano, McKenna (Village of Oak Park) S:\AdminGroups\ResearchAnalysis\SmallAreaTrafficForecasts_CY16\OakPark\ck-68-16\ck-68-16.docx

Level of Service Criteria



Townhome Development Oak Park, Illinois

LEVEL OF SERVICE CRITERIA

	Signalized Intersections	
Level of Service	Interpretation	Average Control Delay (seconds per vehicle)
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤10
В	Good progression, with more vehicles stopping than for Level of Service A.	>10 - 20
С	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	>20 - 35
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	>35 - 55
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	>55 - 80
F	The volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.	>80.0
	Unsignalized Intersections	
	Level of Service Average Total De	elay (SEC/VEH)
	A 0 ·	- 10
	B > 10 -	- 15
	C > 15	- 25
	D > 25 -	- 35
	E > 35 ·	- 50
	F > 5	0
Source: Highw	ay Capacity Manual, 2010.	



Capacity Analysis Summary Sheets



8/22/2017

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4î Þ			đ þ			\$			4	
Volume (vph)	10	623	13	4	712	51	9	49	8	48	37	33
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor	0170	1.00	0170	0170	1.00	0.70		1.00			0.99	
Frt		0.997			0.990			0.984			0.962	
Flt Protected		0.999			0.770			0.993			0.980	
Satd. Flow (prot)	0	3439	0	0	3472	0	0	1799	0	0	1782	0
Flt Permitted	Ū	0.942	Ū	Ū	0.953	Ū	U	0.957	Ū	U	0.859	U
Satd. Flow (perm)	0	3243	0	0	3308	0	0	1733	0	0	1556	0
Right Turn on Red	U	5245	Yes	0	5500	Yes	0	1755	Yes	0	1000	Yes
Satd. Flow (RTOR)		3	103		11	103		8	103		26	103
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		496			212			158			113	
Travel Time (s)		11.3			4.8			4.3			3.1	
Confl. Peds. (#/hr)	1	11.5	9	9	4.0	1	4	4.3	9	9	3.1	4
	I		7	7		1	4		5	9		4
Confl. Bikes (#/hr)	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	4 0.97
Peak Hour Factor												
Heavy Vehicles (%)	30%	4%	8%	0%	3%	0%	22%	0%	0%	0%	0%	0%
Parking (#/hr)	4		4	4		4	4		4	4		4
Shared Lane Traffic (%)	0	//5	0	0	701	0	0	(0	0	0	101	0
Lane Group Flow (vph)	0	665	0	0	791	0	0	68	0	0	121	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases	0	2		,	6		0	8			4	
Permitted Phases	2	0		6	,		8	0		4		
Detector Phase	2	2		6	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	15.0	15.0		15.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	48.0	48.0		48.0	48.0		42.0	42.0		42.0	42.0	
Total Split (s)	48.0	48.0		48.0	48.0		42.0	42.0		42.0	42.0	
Total Split (%)	53.3%	53.3%		53.3%	53.3%		46.7%	46.7%		46.7%	46.7%	
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		6.0			6.0			6.0			6.0	
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Min	C-Min		C-Min	C-Min		None	None		None	None	
Act Effct Green (s)		66.3			66.3			11.7			11.7	
Actuated g/C Ratio		0.74			0.74			0.13			0.13	
v/c Ratio		0.28			0.32			0.29			0.54	
Control Delay		4.6			4.8			33.8			36.7	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		4.6			4.8			33.8			36.7	
LOS		А			А			С			D	
Approach Delay		4.6			4.8			33.8			36.7	
Approach LOS		А			А			С			D	
Queue Length 50th (ft)		53			64			31			51	
Queue Length 95th (ft)		93			112			66			100	

AM Existing Peak Hour 3/27/2006 Baseline BSM

Synchro 8 Report Page 1

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		416			132			78			33	
Turn Bay Length (ft)												
Base Capacity (vph)		2388			2438			698			638	
Starvation Cap Reductn		0			0			0			0	
Spillback Cap Reductn		0			0			0			0	
Storage Cap Reductn		0			0			0			0	
Reduced v/c Ratio		0.28			0.32			0.10			0.19	
Intersection Summary												
Area Type:	Other											
Cycle Length: 90												
Actuated Cycle Length: 9												
Offset: 54 (60%), Referen	nced to phase	2:EBTL	and 6:WE	3TL, Star	t of 1st G	reen						
Natural Cycle: 90												
Control Type: Actuated-C												
Maximum v/c Ratio: 0.54												
Intersection Signal Delay:					itersection							
Intersection Capacity Utili	ization 48.9%			IC	CU Level	of Service	Α					
Analysis Period (min) 15												
Splits and Phases: 1: H	Home Avenue	& Madis	on Street									
A						N						

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48 s	42 s
🗸 ø6 (R)	
48 s	42 s

8/22/2017

	∢	→	+	×	1	4
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		4ħ	A		Y	
Volume (veh/h)	0	679	763	0	2	4
Sign Control	5	Free	Free	Ŭ	Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98
Hourly flow rate (vph)	0.70	693	779	0.70	0.70	4
Pedestrians	0	075	117	0	2	4
Lane Width (ft)					10.0	
.,					4.0	
Walking Speed (ft/s)					4.0	
Percent Blockage					0	
Right turn flare (veh)		Mana	Mana			
Median type		None	None			
Median storage veh)		040				
Upstream signal (ft)		212			0.04	
pX, platoon unblocked					0.94	0.5.4
vC, conflicting volume	786				1132	396
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	786				1019	396
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				99	99
cM capacity (veh/h)	838				222	606
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	231	462	519	260	6	
Volume Left	0	0	0	0	2	
Volume Right	0	0	0	0	4	
cSH	838	1700	1700	1700	384	
Volume to Capacity	0.00	0.27	0.31	0.15	0.02	
Queue Length 95th (ft)	0	0	0	0	1	
Control Delay (s)	0.0	0.0	0.0	0.0	14.5	
Lane LOS					В	
Approach Delay (s)	0.0		0.0		14.5	
Approach LOS					В	
Intersection Summary						
Average Delay			0.1			
Intersection Capacity Utili	zation		31.1%	IC	U Level o	of Service
Analysis Period (min)			15			2 2
			10			

	-	$\mathbf{\hat{v}}$	1	-	1	1
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	≜ †⊅			-î†	Y	
Volume (veh/h)	664	17	10	762	1	8
Sign Control	Free			Free	Stop	-
Grade	0%			0%	0%	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98
Hourly flow rate (vph)	678	17	10	778	1	8
Pedestrians					1	
Lane Width (ft)					12.0	
Walking Speed (ft/s)					4.0	
Percent Blockage					0	
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)	302					
pX, platoon unblocked			0.95		0.95	0.95
vC, conflicting volume			696		1096	348
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			564		988	197
tC, single (s)			4.3		6.8	6.9
tC, 2 stage (s)						
tF (s)			2.3		3.5	3.3
p0 queue free %			99		100	99
cM capacity (veh/h)			898		231	772
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	
Volume Total	452	243	269	518	9	
Volume Left	0	0	10	0	1	
Volume Right	0	17	0	0	8	
cSH	1700	1700	898	1700	613	
Volume to Capacity	0.27	0.14	0.01	0.30	0.01	
Queue Length 95th (ft)	0	0	1	0	1	
Control Delay (s)	0.0	0.0	0.5	0.0	11.0	
Lane LOS			А		В	
Approach Delay (s)	0.0		0.2		11.0	
Approach LOS					В	
Intersection Summary						
Average Delay			0.2			
Intersection Capacity Util	ization		38.1%	IC	U Level o	of Service
Analysis Period (min)			15			

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Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		- ₹ †	∱1 ≱		Y	
Volume (veh/h)	1	671	769	1	1	3
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98
Hourly flow rate (vph)	1	685	785	1	1	3
Pedestrians	•	000		•	6	Ū
Lane Width (ft)					12.0	
Walking Speed (ft/s)					4.0	
Percent Blockage					1	
Right turn flare (veh)						
Median type		None	None			
Median storage veh)		None	None			
Upstream signal (ft)		402				
pX, platoon unblocked		102			0.95	
vC, conflicting volume	792				1136	399
vC1, stage 1 conf vol	172				1130	577
vC2, stage 2 conf vol						
vCu, unblocked vol	792				1045	399
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)	4.1				0.0	0.7
tF (s)	2.2				3.5	3.3
p0 queue free %	100				100	99
cM capacity (veh/h)	834				216	603
civi capacity (veri/ii)	034				210	003
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	229	456	523	263	4	
Volume Left	1	0	0	0	1	
Volume Right	0	0	0	1	3	
cSH	834	1700	1700	1700	416	
Volume to Capacity	0.00	0.27	0.31	0.15	0.01	
Queue Length 95th (ft)	0	0	0	0	1	
Control Delay (s)	0.1	0.0	0.0	0.0	13.7	
Lane LOS	А				В	
Approach Delay (s)	0.0		0.0		13.7	
Approach LOS					В	
Intersection Summary						
Average Delay			0.0			
Intersection Capacity Utilization	ation		31.3%	IC	U Level o	of Service
Analysis Period (min)			15			

8/22/2017

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4î b			4î b			\$			\$	
Volume (vph)	20	839	16	13	795	69	5	56	17	94	79	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			1.00			1.00			0.99	
Frt		0.997			0.988			0.971			0.979	
Flt Protected		0.999			0.999			0.997			0.978	
Satd. Flow (prot)	0	3559	0	0	3487	0	0	1745	0	0	1762	0
Flt Permitted		0.919			0.936			0.978			0.836	
Satd. Flow (perm)	0	3274	0	0	3267	0	0	1711	0	0	1502	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		3			14			17			12	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		496			212			158			113	
Travel Time (s)		11.3			4.8			4.3			3.1	
Confl. Peds. (#/hr)	11		6	6		11	8		6	6		8
Confl. Bikes (#/hr)			1						4			5
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	0%	1%	0%	0%	2%	0%	0%	5%	6%	0%	5%	6%
Parking (#/hr)	4		4	4		4	4		4	4		4
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	941	0	0	943	0	0	83	0	0	220	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Detector Phase	2	2		6	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	15.0	15.0		15.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	51.0	51.0		51.0	51.0		39.0	39.0		39.0	39.0	
Total Split (s)	51.0	51.0		51.0	51.0		39.0	39.0		39.0	39.0	
Total Split (%)	56.7%	56.7%		56.7%	56.7%		43.3%	43.3%		43.3%	43.3%	
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		6.0			6.0			6.0			6.0	
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Min	C-Min		C-Min	C-Min		None	None		None	None	
Act Effct Green (s)		59.3			59.3			18.7			18.7	
Actuated g/C Ratio		0.66			0.66			0.21			0.21	
v/c Ratio		0.44			0.44			0.23			0.69	
Control Delay		8.9			8.8			23.5			41.5	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		8.9			8.8			23.5			41.5	
LOS		A			A			С			D	
Approach Delay		8.9			8.8			23.5			41.5	
Approach LOS		A			A			C			D	
Queue Length 50th (ft)		118			117			31			110	
Queue Length 95th (ft)		202			201			63			168	

PM Existing Peak Hour 3/27/2006 Baseline BSM

Synchro 9 Report Page 1

T. HOME AVENUE		1000	ει								0/2	212011
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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		416			132			78			33	
Turn Bay Length (ft)												
Base Capacity (vph)		2159			2158			638			558	
Starvation Cap Reductn		0			0			0			0	
Spillback Cap Reductn		0			0			0			0	
Storage Cap Reductn		0			0			0			0	
Reduced v/c Ratio		0.44			0.44			0.13			0.39	
Intersection Summary												
Area Type:	Other											
Cycle Length: 90												
Actuated Cycle Length: 90)											
Offset: 57 (63%), Reference	ced to phase	2:EBTL	and 6:WE	BTL, Starl	of 1st G	reen						
Natural Cycle: 90												
Control Type: Actuated-Co	pordinated											
Maximum v/c Ratio: 0.69												
Intersection Signal Delay:					tersection							
Intersection Capacity Utiliz	zation 66.4%			IC	U Level	of Service	еC					
Analysis Period (min) 15												
Splits and Phases: 1: H	ome Avenue	& Madis	on Street									
A												

J → ø2 (R)	₩ø4
51 s	39 s
₩ ø6 (R)	≤1 _{ø8}
51 s	39 s

8/22/2017

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Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		₹ħ	A		Y	
Volume (veh/h)	1	949	874	0	2	3
Sign Control	•	Free	Free		Stop	Ŭ
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0.72	1032	950	0.72	2	3
Pedestrians	1	1052	⁹ 30 7	0	15	5
Lane Width (ft)			12.0		10.0	
			4.0		4.0	
Walking Speed (ft/s)			4.0 1		4.0 1	
Percent Blockage			I			
Right turn flare (veh)		News	Maria			
Median type		None	None			
Median storage veh)		010				
Upstream signal (ft)		212			0.00	
pX, platoon unblocked	a / -				0.88	
vC, conflicting volume	965				1490	490
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	965				1281	490
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				98	99
cM capacity (veh/h)	714				138	524
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	345	688	633	317	5	
Volume Left	1	0	0	0	2	
Volume Right	0	0	0	0	3	
cSH	714	1700	1700	1700	247	
Volume to Capacity	0.00	0.40	0.37	0.19	0.02	
Queue Length 95th (ft)	0.00	0.40	0.37	0.19	2	
Control Delay (s)	0.1	0.0	0.0	0.0	19.9	
Lane LOS	0.1 A	0.0	0.0	0.0	19.9 C	
Approach Delay (s)	0.0		0.0		19.9	
Approach LOS	0.0		0.0		19.9 C	
					U	
Intersection Summary			0.1			
Average Delay			0.1	10		
Intersection Capacity Utiliz	ation		36.9%	IC	U Level (of Service
Analysis Period (min)			15			

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Movement	EBT	EBR	• WBL	WBT	NBL	• NBR
Lane Configurations	≜ †p			أ له	Y	
Volume (veh/h)	908	43	26	874	0	18
Sign Control	Free	10	20	Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	987	47	28	950	0	20
Pedestrians	7		-		12	
Lane Width (ft)	12.0				12.0	
Walking Speed (ft/s)	4.0				4.0	
Percent Blockage	1				1	
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)	302					
pX, platoon unblocked			0.88		0.88	0.88
vC, conflicting volume			1046		1561	529
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			777		1363	189
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			96		100	97
cM capacity (veh/h)			738		118	720
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	
Volume Total	658	376	345	633	20	
Volume Left	0	0	28	0	0	
Volume Right	0	47	0	0	20	
cSH	1700	1700	738	1700	720	
Volume to Capacity	0.39	0.22	0.04	0.37	0.03	
Queue Length 95th (ft)	0	0	3	0	2	
Control Delay (s)	0.0	0.0	1.3	0.0	10.1	
Lane LOS			А		В	
Approach Delay (s)	0.0		0.4		10.1	
Approach LOS					В	
Intersection Summary						
Average Delay			0.3			
Intersection Capacity Utiliz	zation		52. 9 %	IC	U Level of	of Service
Analysis Period (min)			15			

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Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		4†	A		¥	
Volume (veh/h)	4	922	881	5	9	19
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	4	1002	958	5	10	21
Pedestrians	•		,	0	21	
Lane Width (ft)					12.0	
Walking Speed (ft/s)					4.0	
Percent Blockage					4.0	
Right turn flare (veh)					2	
Median type		None	None			
Median storage veh)		NULLE	NULLE			
Upstream signal (ft)		402				
pX, platoon unblocked		402			0.89	
vC, conflicting volume	984				0.69 1491	503
	904				1491	003
vC1, stage 1 conf vol						
vC2, stage 2 conf vol vCu, unblocked vol	984				100E	E02
	984 4.1				1295	503
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)	0.0				2 5	0.0
tF (s)	2.2				3.5	3.3
p0 queue free %	99				93	96
cM capacity (veh/h)	698				135	511
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	338	668	638	325	30	
Volume Left	4	0	0	0	10	
Volume Right	0	0	0	5	21	
cSH	698	1700	1700	1700	270	
Volume to Capacity	0.01	0.39	0.38	0.19	0.11	
Queue Length 95th (ft)	0	0	0	0	9	
Control Delay (s)	0.2	0.0	0.0	0.0	20.0	
Lane LOS	А				С	
Approach Delay (s)	0.1		0.0		20.0	
Approach LOS					С	
Intersection Summary						
Average Delay			0.3			
Intersection Capacity Utiliza	ation		38.3%	IC		of Service
Analysis Period (min)			15			
niaiysis r chùù (min)			13			

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		ፋጉ			ፋጉ			4			4	
Volume (vph)	11	686	13	4	787	51	9	49	8	50	37	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			1.00			1.00			0.99	
Frt		0.997			0.991			0.984			0.961	
Flt Protected		0.999						0.993			0.980	
Satd. Flow (prot)	0	3439	0	0	3475	0	0	1799	0	0	1780	0
Flt Permitted		0.940			0.953			0.957			0.855	
Satd. Flow (perm)	0	3236	0	0	3312	0	0	1733	0	0	1547	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		3			10			8			27	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		496			212			158			113	
Travel Time (s)		11.3			4.8			4.3			3.1	
Confl. Peds. (#/hr)	1		9	9		1	4		9	9		4
Confl. Bikes (#/hr)						1			5			4
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	30%	4%	8%	0%	3%	0%	22%	0%	0%	0%	0%	0%
Parking (#/hr)	4		4	4		4	4		4	4		4
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	731	0	0	868	0	0	68	0	0	126	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Detector Phase	2	2		6	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	15.0	15.0		15.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	48.0	48.0		48.0	48.0		42.0	42.0		42.0	42.0	
Total Split (s)	48.0	48.0		48.0	48.0		42.0	42.0		42.0	42.0	
Total Split (%)	53.3%	53.3%		53.3%	53.3%		46.7%	46.7%		46.7%	46.7%	
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		6.0			6.0			6.0			6.0	
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Min	C-Min		C-Min	C-Min		None	None		None	None	
Act Effct Green (s)		66.0			66.0			12.0			12.0	
Actuated g/C Ratio		0.73			0.73			0.13			0.13	
v/c Ratio		0.31			0.36			0.29			0.55	
Control Delay		4.9			5.1			33.5			36.9	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		4.9			5.1			33.5			36.9	
LOS		А			А			С			D	
Approach Delay		4.9			5.1			33.5			36.9	
Approach LOS		А			А			С			D	
Queue Length 50th (ft)		60			74			31			53	
Queue Length 95th (ft)		106			128			66			103	

AM Projected Peak Hour 3/27/2006 Baseline BSM

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		416			132			78			33	
Turn Bay Length (ft)												
Base Capacity (vph)		2374			2432			698			635	
Starvation Cap Reductn		0			0			0			0	
Spillback Cap Reductn		0			0			0			0	
Storage Cap Reductn		0			0			0			0	
Reduced v/c Ratio		0.31			0.36			0.10			0.20	
Intersection Summary												
Area Type:	Other											
Cycle Length: 90												
Actuated Cycle Length: 90												
Offset: 54 (60%), Reference	ed to phase 2	EBTL a	ind 6:WB	TL, Start	of 1st Gre	een						
Natural Cycle: 90												
Control Type: Actuated-Co	ordinated											
Maximum v/c Ratio: 0.55												
Intersection Signal Delay: 8					tersectior							
Intersection Capacity Utiliza	ation 51.5%			IC	U Level o	of Service	A					
Analysis Period (min) 15												
Splits and Phases: 1: Ho	me Avenue 8	Madisc	n Street									
						1						

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48 s	42 s	
₩ ø6 (R)	80 B	
48 s	42 s	

8/22/2017

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Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		4ħ	A		¥	
Volume (veh/h)	1	743	836	0	4	6
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98
Hourly flow rate (vph)	1	758	853	0	4	6
Pedestrians	•		000		7	Ŭ
Lane Width (ft)					10.0	
Walking Speed (ft/s)					4.0	
Percent Blockage					4.0 0	
Right turn flare (veh)					0	
Median type		None	None			
Median storage veh)		NULL	NONC			
Upstream signal (ft)		212				
pX, platoon unblocked		212			0.93	
vC, conflicting volume	860				1241	434
vC1, stage 1 conf vol	000				1241	434
vC2, stage 2 conf vol						
vCu, unblocked vol	860				1115	434
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)	4.1				0.0	0.7
tF (s)	2.2				3.5	3.3
p0 queue free %	100				3.0 98	99
	786				90 190	573
cM capacity (veh/h)	/ 80				190	573
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	254	505	569	284	10	
Volume Left	1	0	0	0	4	
Volume Right	0	0	0	0	6	
cSH	786	1700	1700	1700	317	
Volume to Capacity	0.00	0.30	0.33	0.17	0.03	
Queue Length 95th (ft)	0	0	0	0	2	
Control Delay (s)	0.1	0.0	0.0	0.0	16.7	
Lane LOS	А				С	
Approach Delay (s)	0.0		0.0		16.7	
Approach LOS					С	
Intersection Summary						
Average Delay			0.1			
Intersection Capacity Utiliz	ation		33.1%	IC	U Level o	of Service
Analysis Period (min)			15			

	-	$\mathbf{\hat{z}}$	4	-	1	1
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	≜ †⊅			-î†	¥	
Volume (veh/h)	730	17	10	835	1	8
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98
Hourly flow rate (vph)	745	17	10	852	1	8
Pedestrians					1	
Lane Width (ft)					12.0	
Walking Speed (ft/s)					4.0	
Percent Blockage					0	
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)	302					
pX, platoon unblocked			0.94		0.94	0.94
vC, conflicting volume			763		1201	382
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			610		1078	203
tC, single (s)			4.3		6.8	6.9
tC, 2 stage (s)						
tF (s)			2.3		3.5	3.3
p0 queue free %			99		99	99
cM capacity (veh/h)			853		200	758
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	
Volume Total	497	266	294	568	9	
Volume Left	0	0	10	0	1	
Volume Right	0	17	0	0	8	
cSH	1700	1700	853	1700	579	
Volume to Capacity	0.29	0.16	0.01	0.33	0.02	
Queue Length 95th (ft)	0	0	1	0	1	
Control Delay (s)	0.0	0.0	0.5	0.0	11.3	
Lane LOS	010	0.0	A	0.0	В	
Approach Delay (s)	0.0		0.2		11.3	
Approach LOS			•		В	
Intersection Summary						
Average Delay			0.1			
Intersection Capacity Utiliza	ation		40.1%	IC	U Level o	of Service
Analysis Period (min)			15			
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Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		4†	A		Y	
Volume (veh/h)	1	737	840	2	2	5
Sign Control		Free	Free	-	Stop	Ŭ
Grade		0%	0%		0%	
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98
Hourly flow rate (vph)	1	752	857	2	2	5
Pedestrians	I	152	0.57	Z	6	J
Lane Width (ft)					12.0	
					4.0	
Walking Speed (ft/s)					4.0 1	
Percent Blockage						
Right turn flare (veh)		Mene	Mana			
Median type		None	None			
Median storage veh)		400				
Upstream signal (ft)		402			0.04	
pX, platoon unblocked					0.94	
vC, conflicting volume	865				1242	436
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	865				1135	436
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				99	99
cM capacity (veh/h)	783				186	571
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	252	501	571	288	7	
Volume Left	1	0	0	0	2	
Volume Right	0	0	0	2	5	
cSH	783	1700	1700	1700	359	
Volume to Capacity	0.00	0.29	0.34	0.17	0.02	
Queue Length 95th (ft)	0.00	0.27	0.34	0.17	2	
Control Delay (s)	0.1	0.0	0.0	0.0	15.2	
Lane LOS		0.0	0.0	0.0		
	A 0.0		0.0		C 15.2	
Approach Delay (s)	0.0		0.0			
Approach LOS					С	
Intersection Summary						
Average Delay			0.1			
Intersection Capacity Utiliz	ation		33.3%	IC	U Level o	of Service
Analysis Period (min)			15			

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Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	۲		4Î			र्स
Volume (veh/h)	4	1	110	1	0	118
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	4	1	116	1	0	124
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)			113			
pX, platoon unblocked	0.98	0.98			0.98	
vC, conflicting volume	241	116			117	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	218	92			93	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	100			100	
cM capacity (veh/h)	761	954			1489	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	5	117	124			
Volume Left	4	0	0			
Volume Right	1	1	0			
cSH	793	1700	1489			
Volume to Capacity	0.01	0.07	0.00			
Queue Length 95th (ft)	1	0	0			
Control Delay (s)	9.6	0.0	0.0			
Lane LOS	А					
Approach Delay (s)	9.6	0.0	0.0			
Approach LOS	А					
Intersection Summary						
Average Delay			0.2			
Intersection Capacity Utiliz	zation		16.2%	IC	U Level of	Service
Analysis Period (min)			15			
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Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	۰Y			र्भ	4Î	
Volume (veh/h)	0	3	1	2	4	0
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0.70	3	1	2	4	0
Pedestrians	Ū		•	_		Ŭ
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)				NULLE	NOTE	
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	8	4	4			
	0	4	4			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol	0	4	4			
vCu, unblocked vol	8	4	4			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)	0.5	0.0	0.0			
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	100	100			
cM capacity (veh/h)	1017	1085	1631			
Direction, Lane #	EB 1	NB 1	SB 1			
Volume Total	3	3	4			
Volume Left	0	1	0			
Volume Right	3	0	0			
cSH	1085	1631	1700			
Volume to Capacity	0.00	0.00	0.00			
Queue Length 95th (ft)	0	0	0			
Control Delay (s)	8.3	2.4	0.0			
Lane LOS	А	А				
Approach Delay (s)	8.3	2.4	0.0			
Approach LOS	А					
Intersection Summary						
Average Delay			3.2			
Intersection Capacity Utiliz	zation		13.3%	IC	CU Level o	of Service
Analysis Period (min)			15			
			10			

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4î»			đ ĥ			\$			4	
Volume (vph)	23	925	16	13	877	69	5	56	17	95	79	34
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	0.95	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor	0170	1.00	0170	0170	1.00	0170		1.00			0.99	
Frt		0.998			0.989			0.971			0.978	
Flt Protected		0.999			0.999			0.997			0.978	
Satd. Flow (prot)	0	3563	0	0	3491	0	0	1745	0	0	1759	0
Flt Permitted	0	0.910	U	U	0.935	0	0	0.978	0	0	0.836	U
Satd. Flow (perm)	0	3245	0	0	3267	0	0	1711	0	0	1500	0
Right Turn on Red	0	JZHJ	Yes	0	5207	Yes	0	1/11	Yes	0	1300	Yes
Satd. Flow (RTOR)		3	163		13	103		17	163		12	103
Link Speed (mph)		30			30			25			25	
		496			212			158			113	
Link Distance (ft)												
Travel Time (s)	11	11.3	1	1	4.8	11	0	4.3	1		3.1	0
Confl. Peds. (#/hr)	11		6	6		11	8		6	6		8
Confl. Bikes (#/hr)	0.00	0.00	1	0.00	0.00	0.00	0.00	0.00	4	0.00	0.00	5
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	0%	1%	0%	0%	2%	0%	0%	5%	6%	0%	5%	6%
Parking (#/hr)	4		4	4		4	4		4	4		4
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	1037	0	0	1031	0	0	83	0	0	224	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Detector Phase	2	2		6	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	15.0	15.0		15.0	15.0		8.0	8.0		8.0	8.0	
Minimum Split (s)	51.0	51.0		51.0	51.0		39.0	39.0		39.0	39.0	
Total Split (s)	51.0	51.0		51.0	51.0		39.0	39.0		39.0	39.0	
Total Split (%)	56.7%	56.7%		56.7%	56.7%		43.3%	43.3%		43.3%	43.3%	
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		6.0			6.0			6.0			6.0	
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Min	C-Min		C-Min	C-Min		None	None		None	None	
Act Effct Green (s)		59.0			59.0			19.0			19.0	
Actuated g/C Ratio		0.66			0.66			0.21			0.21	
v/c Ratio		0.00			0.48			0.21			0.69	
Control Delay		9.6			9.4			23.2			41.3	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		9.6			9.4			23.2			41.3	
LOS		9.0 A			9.4 A			23.2 C			41.3 D	
Approach Delay		9.6			9.4			23.2			41.3	
Approach LOS		A			A			C 31			D	
Queue Length 50th (ft)		138			135						112	
Queue Length 95th (ft)		235			230			62			170	

PM Projected Peak Hour 3/27/2006 Baseline BSM

Synchro 9 Report Page 1

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Internal Link Dist (ft)		416			132			78			33	
Turn Bay Length (ft)												
Base Capacity (vph)		2129			2147			638			557	
Starvation Cap Reductn		0			0			0			0	
Spillback Cap Reductn		0			0			0			0	
Storage Cap Reductn		0			0			0			0	
Reduced v/c Ratio		0.49			0.48			0.13			0.40	
Intersection Summary												
Area Type:	Other											
Cycle Length: 90												
Actuated Cycle Length: 90)											
Offset: 57 (63%), Referen	ced to phase :	2:EBTL a	and 6:WB	TL, Start	of 1st Gre	een						
Natural Cycle: 90												
Control Type: Actuated-Co	oordinated											
Maximum v/c Ratio: 0.69												
Intersection Signal Delay:					Intersection LOS: B							
Intersection Capacity Utiliz	zation 71.1%			IC	CU Level of	of Service	С					
Analysis Period (min) 15												
Splits and Phases: 1: H	ome Avenue	& Madiso	on Street									
						1.1						

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51 s	39 s
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51 s	39 s

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Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		-4†	≜ †}		¥	
Volume (veh/h)	3	1034	955	2	3	4
Sign Control		Free	Free	-	Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	3	1124	1038	2	3	4
Pedestrians	0	1121	7	2	15	•
Lane Width (ft)			, 12.0		10.0	
Walking Speed (ft/s)			4.0		4.0	
Percent Blockage			4.0		4.0	
			1		1	
Right turn flare (veh)		None	None			
Median type		None	None			
Median storage veh)		010				
Upstream signal (ft)		212			0.07	
pX, platoon unblocked	1055				0.86	FAF
vC, conflicting volume	1055				1630	535
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1055				1404	535
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				97	99
cM capacity (veh/h)	661				112	490
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	378	749	692	348	8	
Volume Left	3	0	0	0	3	
Volume Right	0	0	0	2	4	
cSH	661	1700	1700	1700	200	
Volume to Capacity	0.00	0.44	0.41	0.20	0.04	
Queue Length 95th (ft)	0	0	0	0	3	
Control Delay (s)	0.2	0.0	0.0	0.0	23.7	
Lane LOS	A	0.0	0.0	0.0	С	
Approach Delay (s)	0.1		0.0		23.7	
Approach LOS	0.1		0.0		С	
Intersection Summary						
Average Delay			0.1			
Intersection Capacity Utiliz	zation		40.7%	IC	Ulevelo	of Service
Analysis Period (min)			15			
			15			

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Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	≜ †⊅			-î†	Y	
Volume (veh/h)	994	43	26	957	0	18
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1080	47	28	1040	0	20
Pedestrians	7				12	
Lane Width (ft)	12.0				12.0	
Walking Speed (ft/s)	4.0				4.0	
Percent Blockage	1				1	
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)	302					
pX, platoon unblocked			0.86		0.86	0.86
vC, conflicting volume			1139		1699	576
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			834		1486	177
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			96		100	97
cM capacity (veh/h)			687		95	715
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	
Volume Total	720	407	375	693	20	
Volume Left	0	0	28	0	0	
Volume Right	0	47	0	0	20	
cSH	1700	1700	687	1700	715	
Volume to Capacity	0.42	0.24	0.04	0.41	0.03	
Queue Length 95th (ft)	0	0	3	0	2	
Control Delay (s)	0.0	0.0	1.3	0.0	10.2	
Lane LOS			А		В	
Approach Delay (s)	0.0		0.5		10.2	
Approach LOS					В	
Intersection Summary						
Average Delay			0.3			
Intersection Capacity Utiliza	ation		55.2%	IC	U Level o	of Service
Analysis Period (min)			15			

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Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		4ħ	A		Y	
Volume (veh/h)	4	1008	963	6	10	20
Sign Control		Free	Free	Ŭ	Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	4	1096	1047	7	11	22
Pedestrians	•	1070	1017	•	21	
Lane Width (ft)					12.0	
Walking Speed (ft/s)					4.0	
Percent Blockage					4.0	
Right turn flare (veh)					2	
Median type		None	None			
Median storage veh)		NULLE	NULLE			
Upstream signal (ft)		402				
pX, platoon unblocked		402			0.86	
vC, conflicting volume	1074				1628	548
vC1, stage 1 conf vol	1074				1020	540
vC2, stage 2 conf vol						
vCu, unblocked vol	1074				1411	548
tC, single (s)	4.1				6.8	6.9
	4.1				0.0	0.7
tC, 2 stage (s) tF (s)	2.2				3.5	3.3
p0 queue free %	2.2 99				3.0 90	95
	645				90 111	477
cM capacity (veh/h)	040				111	477
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	370	730	698	355	33	
Volume Left	4	0	0	0	11	
Volume Right	0	0	0	7	22	
cSH	645	1700	1700	1700	227	
Volume to Capacity	0.01	0.43	0.41	0.21	0.14	
Queue Length 95th (ft)	1	0	0	0	12	
Control Delay (s)	0.2	0.0	0.0	0.0	23.5	
Lane LOS	А				С	
Approach Delay (s)	0.1		0.0		23.5	
Approach LOS					С	
Intersection Summary						
Average Delay			0.4			
Intersection Capacity Utilization	ation		40.6%	IC	U Level o	of Service
Analysis Period (min)			15			
			10			

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Movement	WBL	WBR	NBT	NBR	SBL	SBT		
Lane Configurations	۰Y		4Î			र्स	ĺ	
Volume (veh/h)	3	1	145	3	1	205		
Sign Control	Stop		Free			Free		
Grade	0%		0%			0%		
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly flow rate (vph)	3	1	153	3	1	216		
Pedestrians								
Lane Width (ft)								
Walking Speed (ft/s)								
Percent Blockage								
Right turn flare (veh)								
Median type			None			None		
Median storage veh)								
Upstream signal (ft)			113					
pX, platoon unblocked	0.98	0.98			0.98			
vC, conflicting volume	372	154			156			
vC1, stage 1 conf vol								
vC2, stage 2 conf vol								
vCu, unblocked vol	352	130			132			
tC, single (s)	6.4	6.2			4.1			
tC, 2 stage (s)								
tF (s)	3.5	3.3			2.2			
p0 queue free %	100	100			100			
cM capacity (veh/h)	638	909			1440			
Direction, Lane #	WB 1	NB 1	SB 1					
Volume Total	4	156	217					
Volume Left	3	0	1					
Volume Right	1	3	0					
cSH	689	1700	1440					
Volume to Capacity	0.01	0.09	0.00					
Queue Length 95th (ft)	0	0	0					
Control Delay (s)	10.3	0.0	0.0					
Lane LOS	В	010	A					
Approach Delay (s)	10.3	0.0	0.0					
Approach LOS	В							
Intersection Summary								
Average Delay			0.1					
Intersection Capacity Utiliza	ation		21.6%	IC	CU Level of	Service		
Analysis Period (min)			15			0011100		
			15					

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Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			र्भ	4Î	
Volume (veh/h)	0	2	1	9	28	0
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	2	1	9	29	0
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)				None	None	
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	41	29	29			
vC1, stage 1 conf vol	וד	27	21			
vC2, stage 2 conf vol						
vCu, unblocked vol	41	29	29			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)	0.4	0.2	7.1			
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	100	100			
cM capacity (veh/h)	975	1051	1597			
Direction, Lane #	EB 1	NB 1	SB 1			
Volume Total	2	11	29			
Volume Left	0	1	0			
Volume Right	2	0	0			
cSH	1051	1597	1700			
Volume to Capacity	0.00	0.00	0.02			
Queue Length 95th (ft)	0	0	0			
Control Delay (s)	8.4	0.7	0.0			
Lane LOS	А	А				
Approach Delay (s)	8.4	0.7	0.0			
Approach LOS	А					
Intersection Summary						
Average Delay			0.6			
Intersection Capacity Utiliz	ation		13.3%	IC	CU Level o	of Service
Analysis Period (min)			15			
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Lexington Avenue at Oak Park Tab 8 Development Drawings March 19, 2018

<u>Contents</u>

- 8a. Site Plan*
- 8b. Landscape Plan*
- 8c. Engineering Utility Plan*
- 8d. Exterior Lighting Plan*
- 8e. Floor Plans*
- 8f. Building Elevations*
- 8g. Building Perspectives*
- 8h. Streetscape Elevations*
- 8i. Shadow Study*
- 8j. Sign Elevations (not included/applicable to this project)
- 8k. Construction Logistics Plan*
- 8I. Project Schedule*

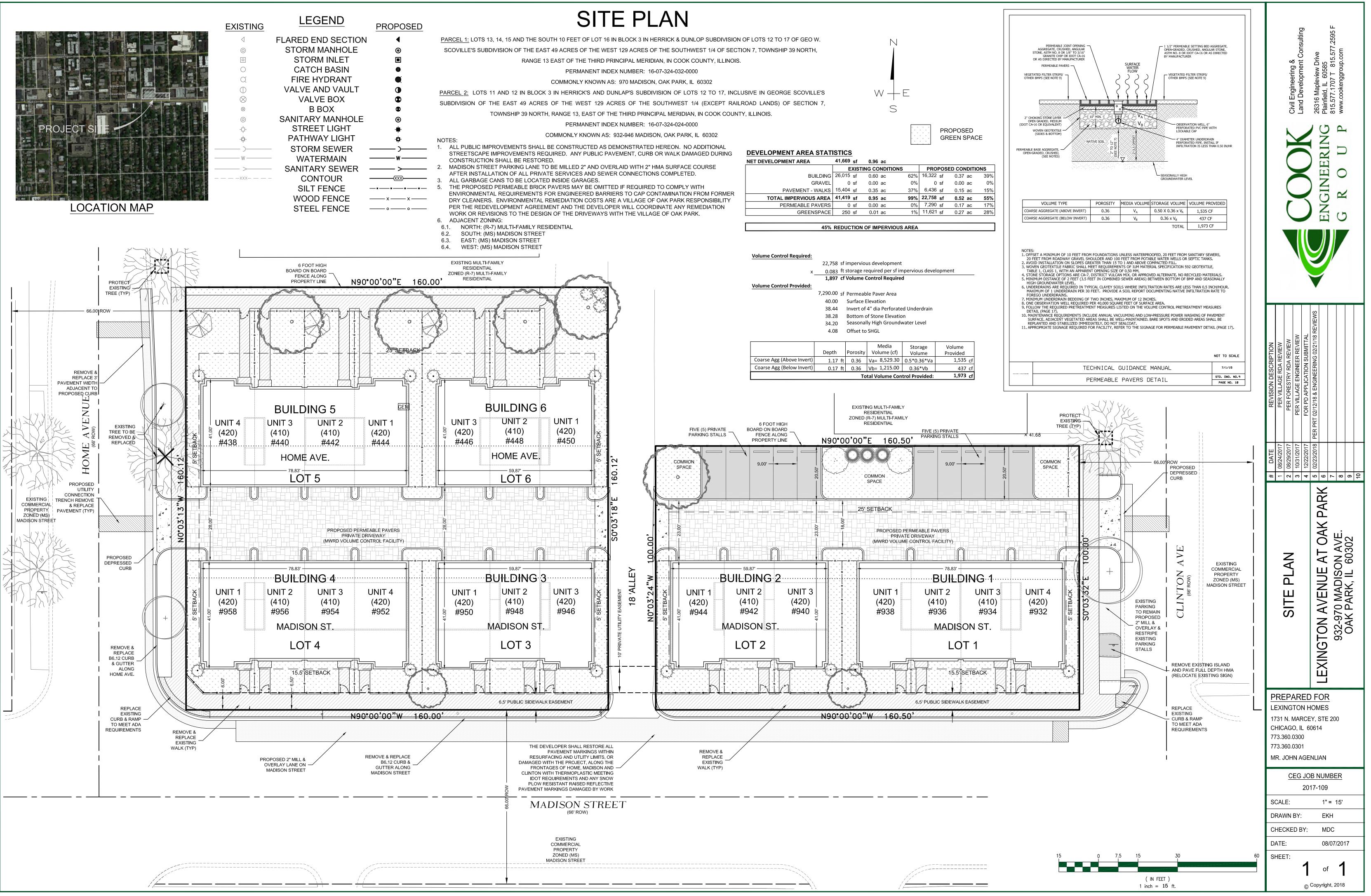


Site Plan

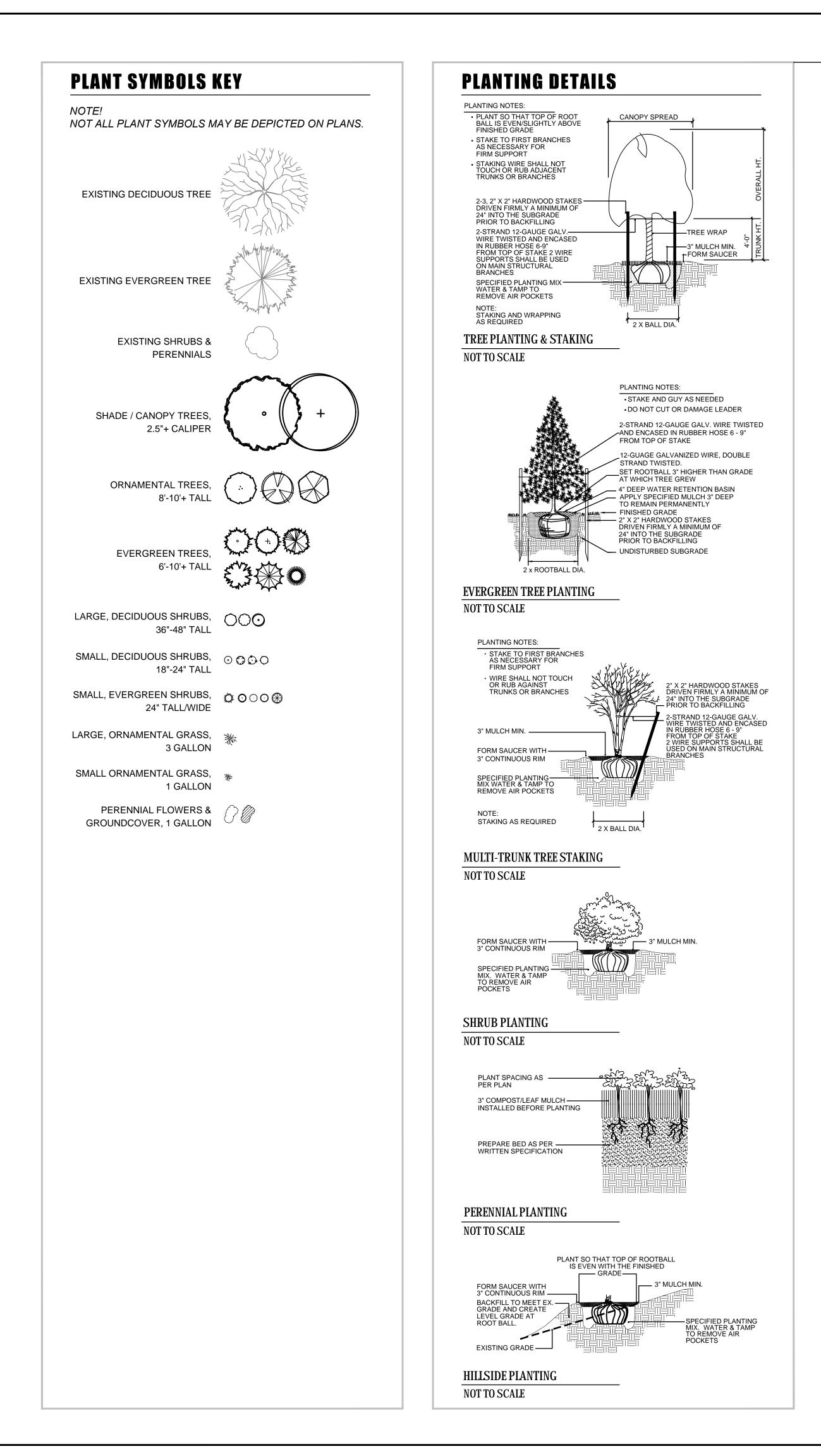
Lexington Avenue Oak Park

932-970 Madison Ave, Oak Park Illinois

Site Plan Scale: 1/32" = 1'-0"







GENERAL LANDSCAPE NOTES

- 1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
- 2. CALL J.U.L.I.E. UTILITY LOCATING SERVICE (TEL 800.892.0123), 48 HOURS PRIOR TO THE START OF ANY DIGGING.
- 3. GENERAL PLANT NOTES: A. ALL PLANT MATERIAL SHALL CONFORM IN SIZE AND GRADE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK.
 - B. ALL PLANT MATERIAL SHALL BE MAINTAINED ALIVE, HEALTHY, AND FREE FROM DISEASE AND PESTS.
 - C. ALL NEW PLANT MATERIAL SHALL BE FROM A LOCAL SOURCE WHENEVER POSSIBLE (LESS THAN 50 MILES).
 - D. PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM / HABIT. PLANTS SHALL NOT BE PRUNED/HEDGED UNLESS ABSOLUTELY NECESSARY (DUE TO VISIBILITY OR HAZARD OBSTRUCTION).
 - E. ALL LANDSCAPED AREAS SHALL BE FREE OF WEEDS, LITTER, AND SIMILAR SIGNS OF DEFERRED MAINTENANCE.
 - F. MAINTENANCE AND CARE OF PLANT MATERIAL SHALL INCLUDE, BUT NOT BE LIMITED TO, WATERING, FERTILIZING (IF NECESSARY), DEAD-HEADING, WEEDING, AND MULCHING.
- 4. LOCATIONS OF PROPOSED PLANT MATERIAL MAY BE ADJUSTED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
- 5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SPREADING TOPSOIL (6"-12" DEEP), FINE GRADING, AND PREPARATION OF ALL LAWN AND LANDSCAPE AREAS. ALL SOILS SHALL BE FREE OF CONSTRUCTION DEBRIS, PRIOR TO INSTALLING ANY PLANT MATERIAL.
- 6. PRIOR TO SPREADING TOPSOIL, THE LANDSCAPE CONTRACTOR SHALL INSPECT AND ACCEPT ALL BASE GRADES. ANY DEVIATION FROM GRADES INDICATED ON THE GRADING PLAN SHALL BE CORRECTED BEFORE PLACING ANY TOPSOIL.
- 7. ALL SHRUB, GROUNDCOVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE PREPARED WITH A SOIL AMENDMENT MIX - 1/3 TOPSOIL, 1/3 MUSHROOM COMPOST, AND 1/3 TORPEDO SAND. MATERIAL SHALL BE ROTO-TILLED JUST PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
- 8. ALL PLANTING ISLANDS SHALL BE MOUNDED TO A CENTER HEIGHT OF TWELVE INCHES (12").
- 9. ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL HAVE A SPADED EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
- 10. ALL PLANTING BED AREAS SHALL MAINTAIN A MAX. 3" DEEP LAYER OF SHREDDED HARDWOOD MULCH (COLOR: NON-DYED, BROWN).
- 11. LANDSCAPE CONTRACTOR SHALL COORDINATE PLANTING SCHEDULE WITH LANDSCAPE MAINTENANCE CONTRACTOR, TO ENSURE PROPER WATERING OF PLANTED AND SODDED AREAS AFTER INITIAL INSTALLATION.
- 12. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS ON SITE TO MINIMIZE ANY REDO OF COMPLETED LANDSCAPE WORK AND DAMAGE TO PLANT MATERIAL.
- 13. CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN LAYOUT WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST/APPROVE CONTRACTOR LAYOUT.
- 14. EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING, VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
- 15. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BID SUBMITTAL, TO BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE.
- 16. PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE APPROXIMATIONS. CONTRACTORS ARE RESPONSIBLE FOR COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL PREVAIL.
- 17. PLANT SUBSTITUTIONS ARE ALLOWED DUE TO PLANT AVAILABILITY OR PLANTING TIME OF YEAR, ONLY WITH THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT. IF SUBSTITUTIONS ARE MADE WITHOUT PRIOR CONSENT, THE LANDSCAPE ARCHITECT MAINTAINS THE RIGHT TO REJECT MATERIAL IN THE FIELD, AT THE COST TO THE CONTRACTOR.
- 18. CONTRACTOR TO PROVIDE TEST OF EXISTING AND IMPORTED SOILS PER SPECIFICATIONS. PLANTING SOIL SHALL BE AMENDED PER SPECIFICATIONS.
- 19. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
- 20. ALL TURF SHALL SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL, NOT PEAT), UNLESS OTHERWISE NOTED ON THE PLAN.
- 21. CONTRACTOR SHALL RESTORE LAWN AREAS THAT HAVE REMAINED PARTIALLY INTACT, TOP DRESSING WITH SOIL, SCARIFYING, AND SEEDING TO FORM A SMOOTH, FULL, EVEN LAWN, FREE OF BARE SPOTS, INDENTATIONS, AND WEEDS. 22. LANDSCAPE DETAILS SHOWN ARE FOR DESIGN INTENT ONLY,
- LANDSCAPE ARCHITECT ASSUMES NO LIABILITY. CONTRACTOR IS RESPONSIBLE FOR ERECTING AND INSTALLING PROPERLY BUILT AMENITIES PER CODE, PER SITE CONDITIONS (FINAL GRADING & UTILITY LOCATIONS), AND PER AREA CLIMATE CONDITIONS. ALL LANDSCAPE SITE DETAILS FOR STRUCTURES AND FOOTINGS SHALL BE REVIEWED & APPROVED BY A STRUCTURAL ENGINEER.
- 23. CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL, IN PERPETUITY.
- 24. (IF APPLICABLE) CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A THREE-YEAR MONITORING AND MAINTENANCE PROGRAM ON ALL NATURALIZED DETENTION AREAS.

DEVELOPER:

CONTACT: BILL ROTOLO / JOHN AGENLIAN / TOM MEYER

ATTORNEY: ASH. ANOS. FREEDMAN & LOGAN. LLC 77 W. WASHINGTON STREET, #1211 CHICAGO, IL 60602 TEL (312) 346-1390

ARCHITECT:

PROJECT TEAM

LEXINGTON HOMES 1731 N. MARCEY STREET, SUITE 200 CHICAGO, IL 60614

CONTACT: LARRY FREEDMAN

PAPPAGEORGE HAYMES PARTNERS 640 NORTH LASALLE, SUITE 400 CHICAGO, IL 60654 TEL (312) 650-7330

CONTACT: STEVEN REZABEK

CIVIL ENGINEER:

COOK ENGINEERING GROUP 26316 MAPLEVIEW DRIVE PLAINFIELD, IL 60585 TEL (815) 577-1707

CONTACT: MICHAEL COOK / EMILY HOFFMAN

TRAFFIC ENGINEER:

KENIG, LINDGREN, O'HARA & ABOONA (KLOA) 9575 W. HIGGINS ROAD, #400 ROSEMONT, IL 60018 TEL (847) 518-9990

CONTACT: LUAY ABOONA

LANDSCAPE ARCHITECT:

DICKSON DESIGN STUDIO, INC. 526 SKYLINE DRIVE ALGONQUIN, IL 60102 TEL (847) 878-4019

CONTACT: SHARON DICKSON

SHEET KEY

L0.1 PROJECT TEAM

GENERAL LANDSCAPE NOTES

PLANTING DETAILS

PLANT SYMBOLS KEY

L0.2 TREE PRESERVATION NOTES

DETAILS (FENCES & PERMEABLE PAVERS)

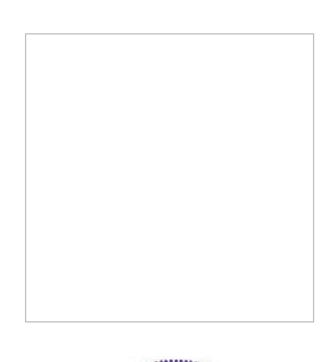
L1.1 TREE PRESERVATION & REMOVAL PLAN

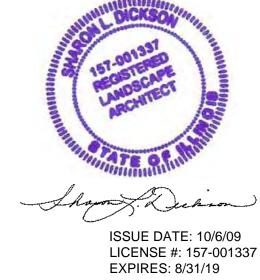
L1.2 FENCE LOCATION PLAN

L1.3 LANDSCAPE PLAN: LAND DEVELOPMENT

L1.4 LANDSCAPE PLAN: HOUSE FOUNDATIONS

EXHIBIT







526 SKYLINE DRIVE ALGONQUIN IL 60102 847 878 4019

CLIENT NAME AND ADDRESS

LEXINGTON HOMES

1731 N. MARCEY STREET, SUITE 200 CHICAGO, IL 60614

PLAN DATE

AUGUST 23, 2017

REVISIONS

1.	PER	SITE	PLAN	9/19/17
2.	PER	SITE	PLAN	9/20/17
3.	PER	SUBN	ITTAL	12/18/17
4.	PER	SUBN	ITTAL	2/23/18
5.				
6.				
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PROJECT NAME AND SHEET TITLE

LEXINGTON AVENUE 932 - 970 MADISON AVENUE **OAK PARK, IL 60302**

LANDSCAPE PLAN

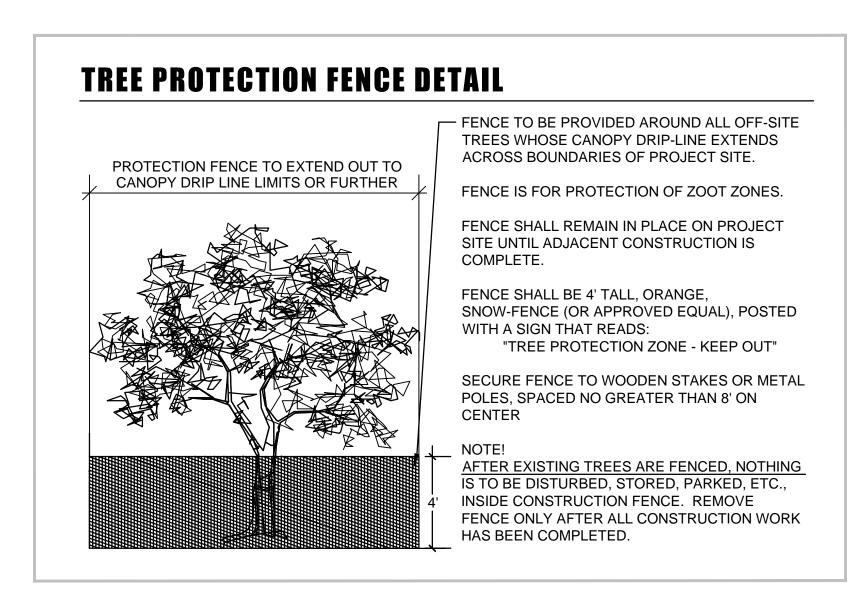
SHEET NUMBER

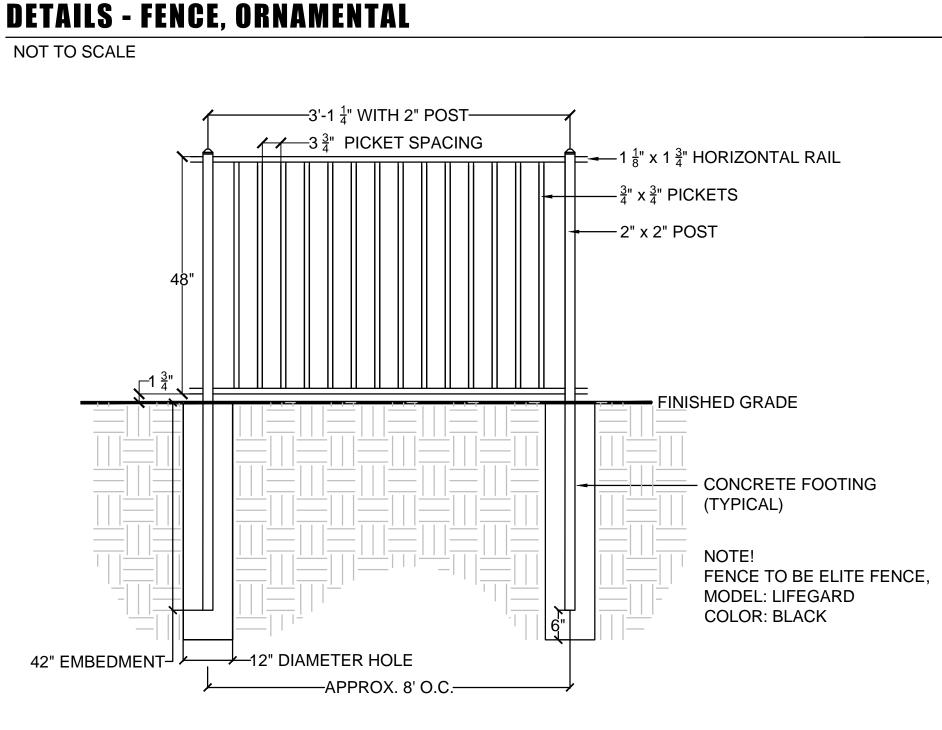
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NOTES

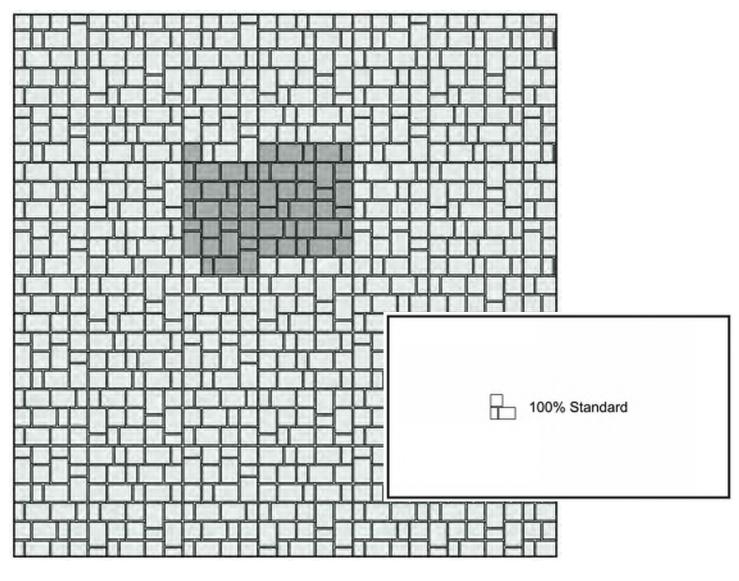
1. TREE PRESERVATION: A. ALL WORK MUST BE PERFORMED ACCORDING TO THE APPROVED TREE PRESERVATION PLAN. IT IS STRONGLY RECOMMENDED TO DOCUMENT GOOD STEWARDSHIP PRACTICES DURING CONSTRUCTION. IF REQUIRED, PRIOR TO COMMENCING ANY DEMOLITION / CONSTRUCTION ACTIVITY, NOTIFY MUNICIPAL FORESTRY DEPARTMENT (NOTIFY AT LEAST 48 HOURS IN ADVANCE OF WORK). B. AN APPROVED TREE PRESERVATION PLAN MUST BE AVAILABLE AT THE BUILDING SITE. C. PRIOR TO ANY DEMOLITION / CONSTRUCTION ACTIVITY, INSTALL TREE PRESERVATION FENCE AND PERFORM ROOT PRUNING FOR ALL PROTECTED TREES. D. FENCE THE CRITICAL ROOT ZONE (CRZ) / CANOPY DRIP-LINE, OF THE ENTIRE EXISTING TREE TO BE PRESERVED, WITH TREE PROTECTION FENCE. FENCE TO PREVENT WOUNDS TO THE TREE & SOIL COMPACTION. POST THE FENCE WITH A SIGN STATING, "TREE PROTECTION ZONE - KEEP OUT". E. ALL REQUIRED TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL THE TIME OF FINISH GRADING AND LANDSCAPING. F. NO TRENCHING SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES FOR ANY CONSTRUCTION ACTIVITY, UNLESS PRE-APPROVED BY PROJECT ARBORIST &/OR PROJECT LANDSCAPE ARCHITECT. G. NO GRADE CHANGES SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES OF TREES FOR ANY CONSTRUCTION ACTIVITY. H. SHOULD IT BE NECESSARY TO TRENCH WITHIN THE CRZ FOR UTILITIES, INCLUDING DISCONNECTION OR CAPPING OF EXISTING UTILITIES, ALL TRENCHES SHALL BE HAND DUG. NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT, UNLESS NO OTHER ALTERNATIVE IS FEASIBLE. ALL SMALLER ROOTS THAT REQUIRE CUTTING, SHALL BE CUT WITH A SHARP PRUNING SAW. CUTS SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH. IF AT ANY TIME, TWENTY-FIVE PERCENT (25%) OF THE AREA WITHIN THE CRZ IS BEING SEPARATED FROM THE TREE BY A TRENCH, THEN THE LINE SHALL BE EITHER RELOCATED OR INSTALLED USING TRENCH-LESS METHODS. I. LOCATE THE PROPOSED WATER AND SEWER LINES OUTSIDE OF THE TREE PROTECTION ZONE OR INSTALL THE SEWER AND WATER UTILITIES USING TRENCH-LESS METHODS. AUGER THROUGH THE ENTIRE TREE PROTECTION ZONE, LOCATE PITS OUTSIDE OF THE TREE PROTECTION ZONE. J. THE PROPOSED WATER SERVICE LINE VALVES (B-BOXES), ARE TO BE TEN FEET (10') FROM PRESERVED TREES. IF FUTURE UTILITY EXCAVATIONS NEED TO OCCUR, THIS REDUCES THE CHANCES OF EXTENSIVE STEM OR ROOT DAMAGE, WHICH COULD LEAD TO TREE DECLINE. K. AT NO TIME SHALL ANY EQUIPMENT, MATERIALS, SUPPLIES OR FILL SOIL BE ALLOWED IN THE TREE PROTECTION ZONE(S). DO NOT STORE EXCAVATED SOIL OR THE DUMPSTER WITHIN THE DRIP-LINE (CRZ) OF THE PRESERVED TREE(S). L. REMOVAL OF ANY HARDSCAPE WITHIN THE TREE PROTECTION ZONES WILL **BE DONE BY HAND.** NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT, UNLESS THERE IS NO ALTERNATIVE FEASIBLE. CUTS WILL BE MADE WITH A SHARP PRUNING SAW TO AVOID TEARING AND WILL BE FLUSH WITH THE TREE SIDE OF THE TRENCH. M. THE TREE PROTECTION ZONE MAY BE MULCHED TO IMPROVE THE GROWING CONDITIONS FOR TREE ROOTS AND TO MINIMIZE MAINTENANCE OF THE LAWN.

- N. ALL OFF-SITE TREES SHALL BE PRESERVED.
- O. EXISTING TREES SHOWN TO REMAIN SHALL BE PRESERVED TO THE BEST EXTENT POSSIBLE, PENDING FINAL SITE PLAN, FINAL CIVIL ENGINEERING, AND/OR ANY UNFORESEEN ISSUES.











(EXAMPLE IMAGE)

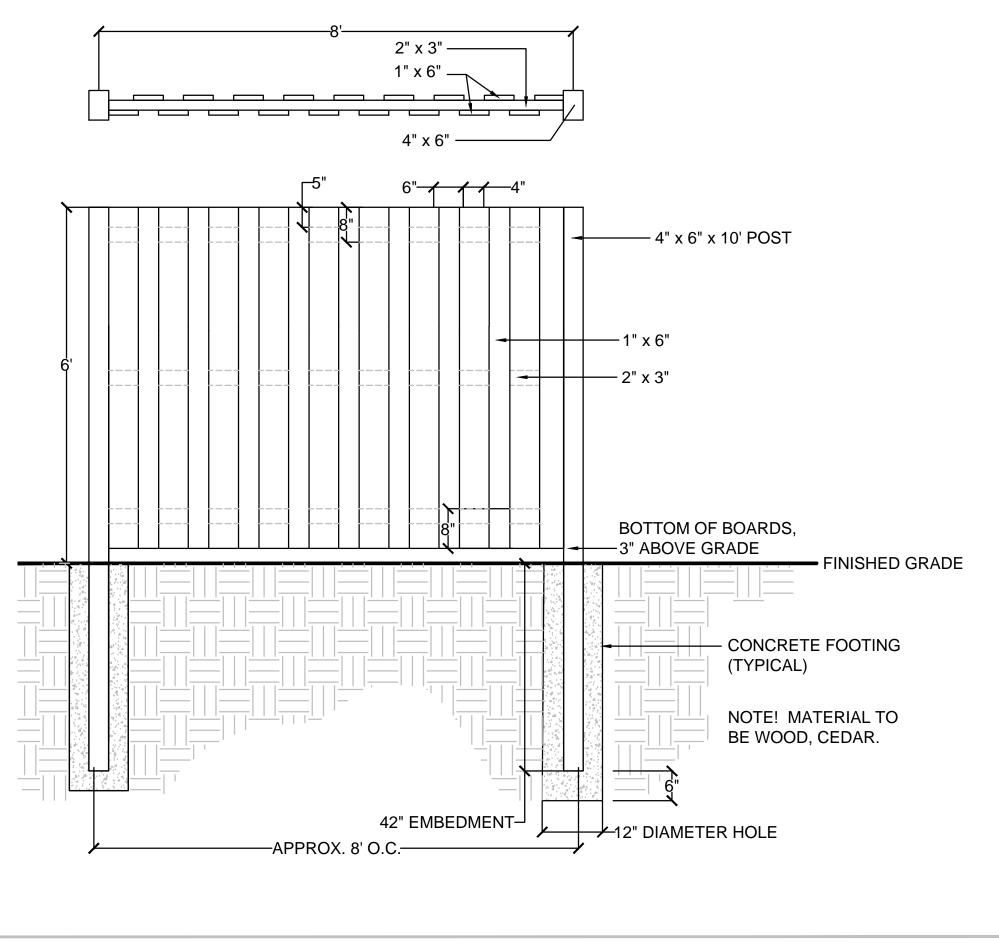
DETAILS - PERMEABLE PAVERS

Permeable Pavers are Manufactured by Unilock: Eco-Optiloc Size: 10.25" x 10.25" x 3.125" Color: Standard Finish *Laying Pattern: A (see below)*

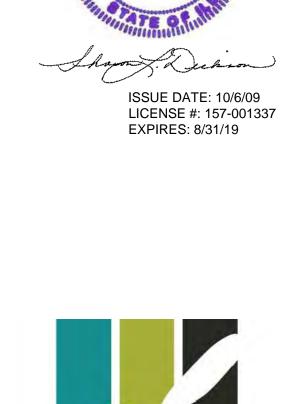
NOTE! FOR INSTALLATION DETAILS, REFER TO CIVIL ENGINEERING PLAN SET, PREPARED BY COOK ENGINEERING GROUP (PLAINFIELD, IL - TEL 815.577.1707)

DETAILS - FENCE, BOARD-ON-BOARD

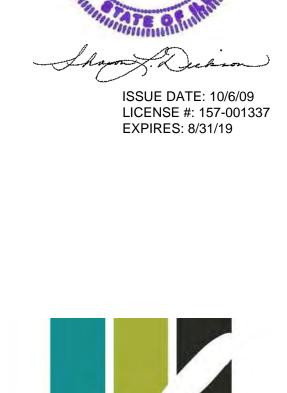
NOT TO SCALE



dickson design STUDIO 526 SKYLINE DRIVE ALGONQUIN IL 60102 847 878 4019 CLIENT NAME AND ADDRESS LEXINGTON HOMES 1731 N. MARCEY STREET, SUITE 200 Chicago, Il 60614 PLAN DATE AUGUST 23, 2017 REVISIONS 1. | PER SITE PLAN 9/19/17 2. PER SITE PLAN 9/20/17 3. | PER SUBMITTAL 12/18/17 4. PER SUBMITTAL 2/23/18 5.



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SHEET NUMBER

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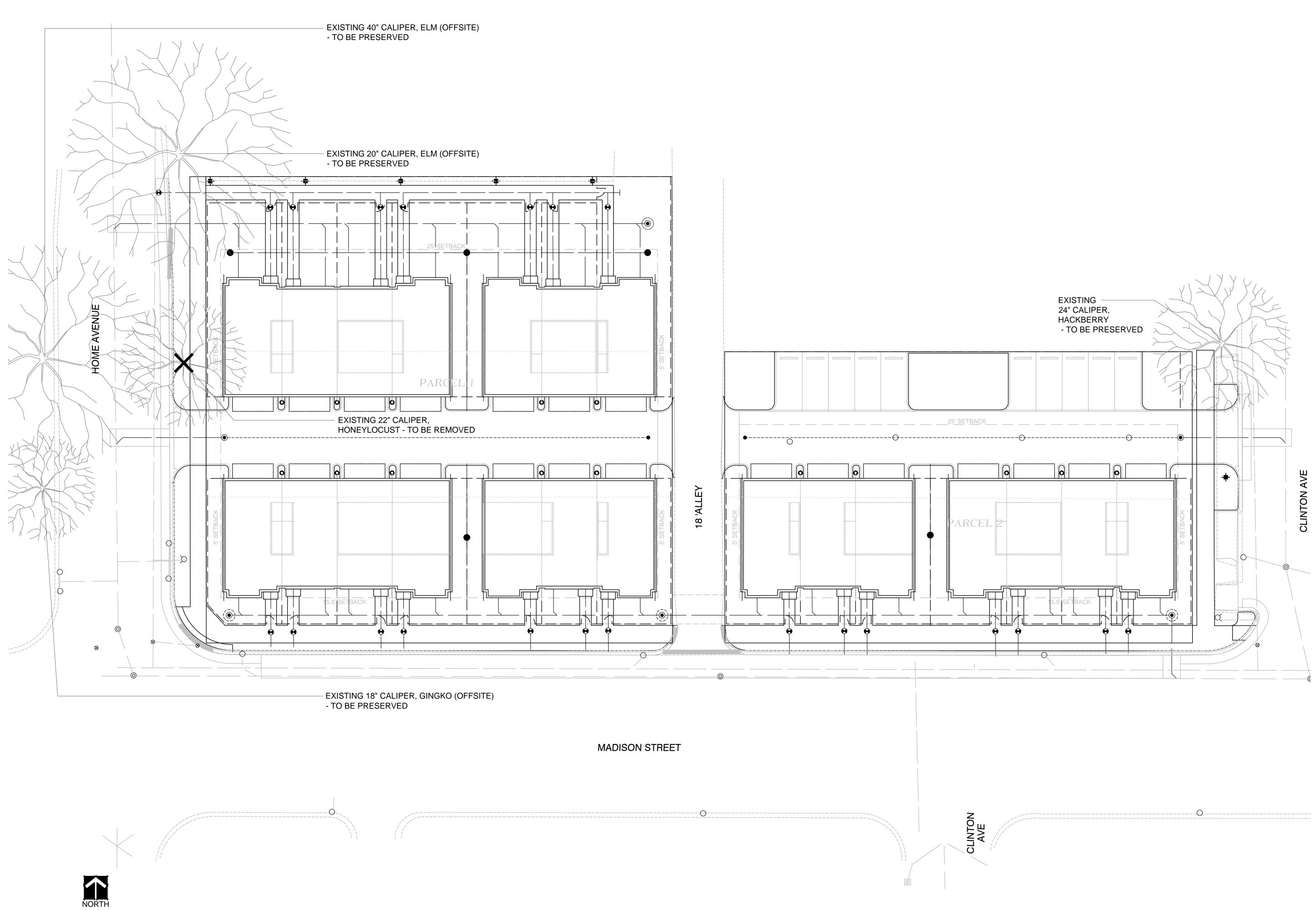
PROJECT NAME AND SHEET TITLE

932 - 970 MADISON AVENUE

OAK PARK, IL 60302

LANDSCAPE PLAN

LEXINGTON AVENUE



TREE PRESERVATION & REMOVAL PLAN

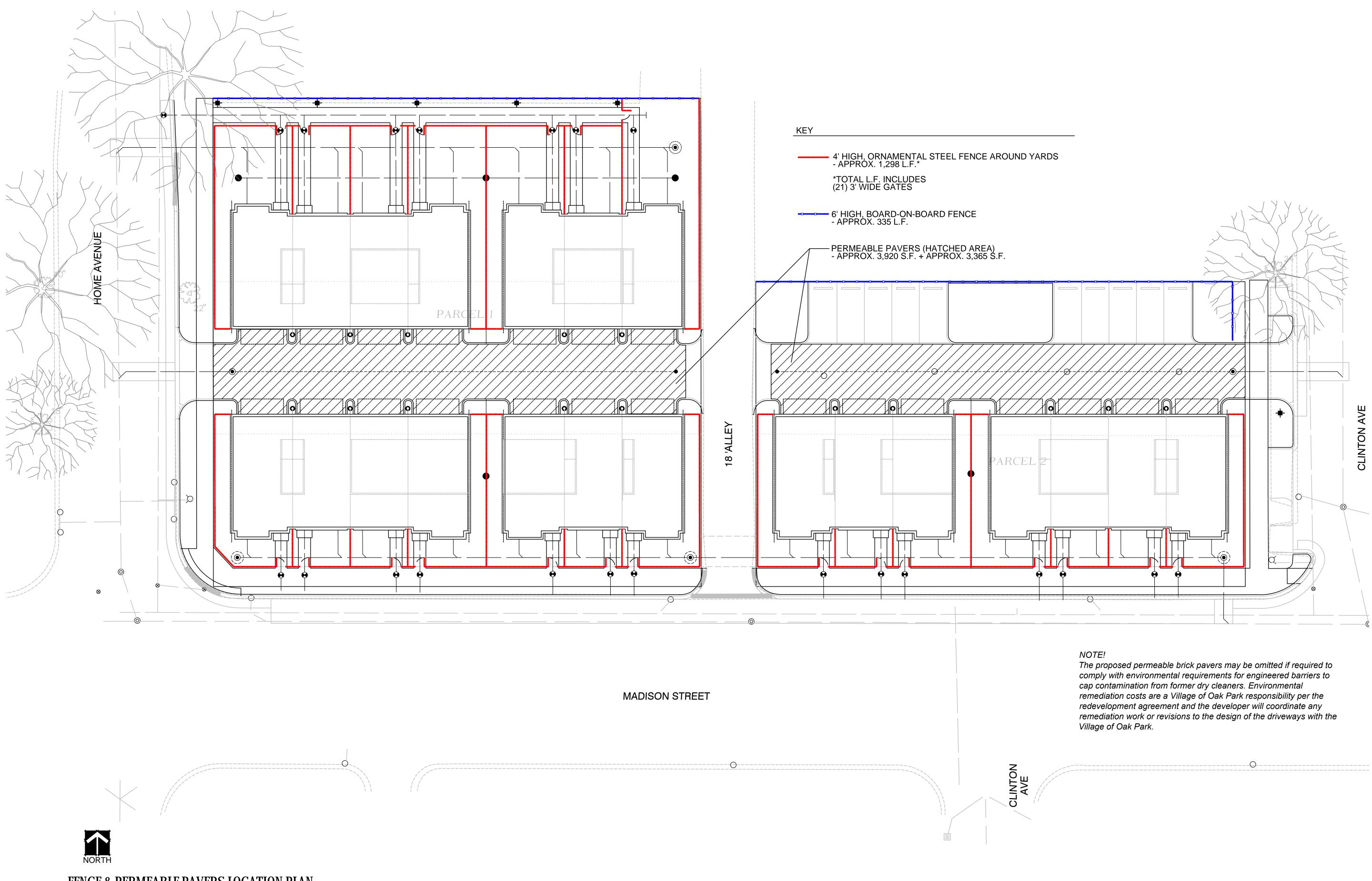
SCALE: 1" = 15'-0"

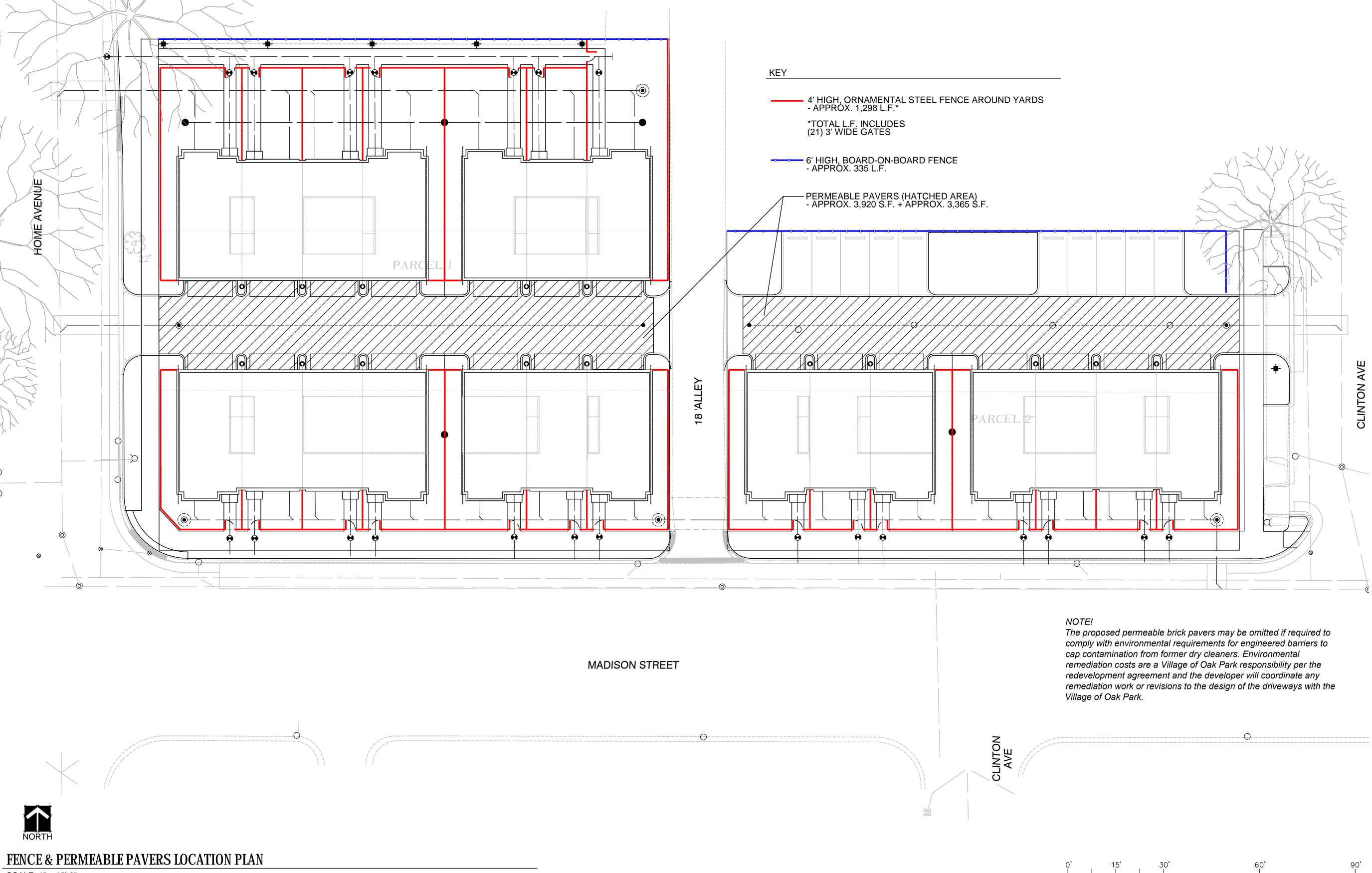


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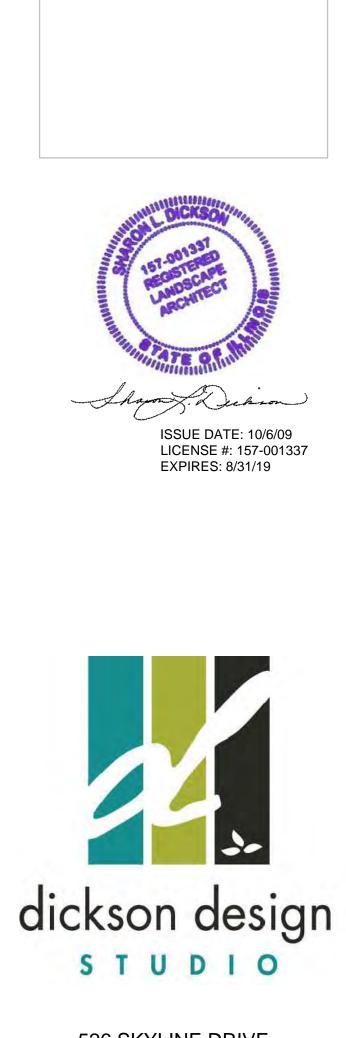
L1.1

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SCALE: 1" = 15'-0"



526 SKYLINE DRIVE ALGONQUIN IL 60102 847 878 4019

CLIENT NAME AND ADDRESS

LEXINGTON HOMES

1731 N. MARCEY STREET, SUITE 200 Chicago, Il 60614

PLAN DATE

AUGUST 23, 2017

REVISIONS

1.	PER	SITE PLAN 9/19/17	
2.	PER	SITE PLAN 9/20/17	
3.	PER	SUBMITTAL 12/18/17	
4.	PER	SUBMITTAL 2/23/18	
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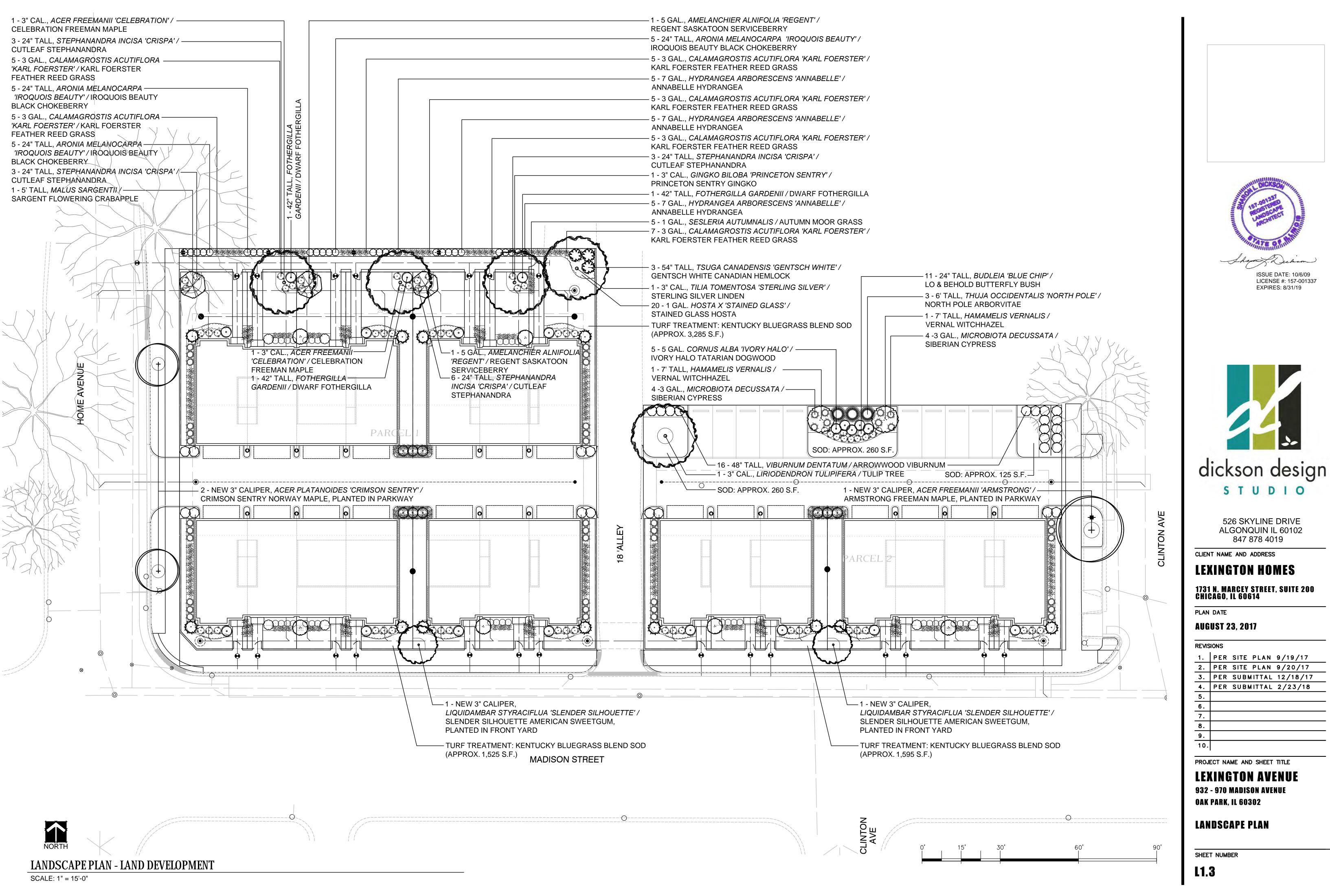
PROJECT NAME AND SHEET TITLE

LEXINGTON AVENUE 932 - 970 MADISON AVENUE OAK PARK, IL 60302

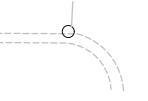
LANDSCAPE PLAN

SHEET NUMBER

L1.2











February 16, 2018

Ms. Tammie Grossman Director, Development Customer Services Village of Oak Park 123 Madison Street Oak Park, IL. 60302

RE: 932-958 Madison Street Lexington Avenue Development Home Avenue Parkway Tree Removal Fee

Dear Tammie,

Please accept this letter as Lexington Homes LLC's acknowledgement regarding the fees for removal of the existing Honey Locust Tree in the Home Avenue Parkway as well as the installation of 3 new parkway trees.

The landscape plans by Dickson Design dated 12/18/17 show the removal of one Honey Locust and the installation of 3 new parkway trees.

In addition to the installation of 3 new parkway trees, we acknowledge that the \$9,378.13 fee from the Village of Oak Park Restitution Report dated 9/27/17 has been accounted for in the fee payment requirements specified in the RDA section 7.9, Village Permit Fees.

If you should have any questions or concerns please feel free to contact me at jagenlian@lexingtonchicago.com or at 773 457 8563.

Thank you,

John Agenlian Vice President of Land Development Lexington Homes LLC

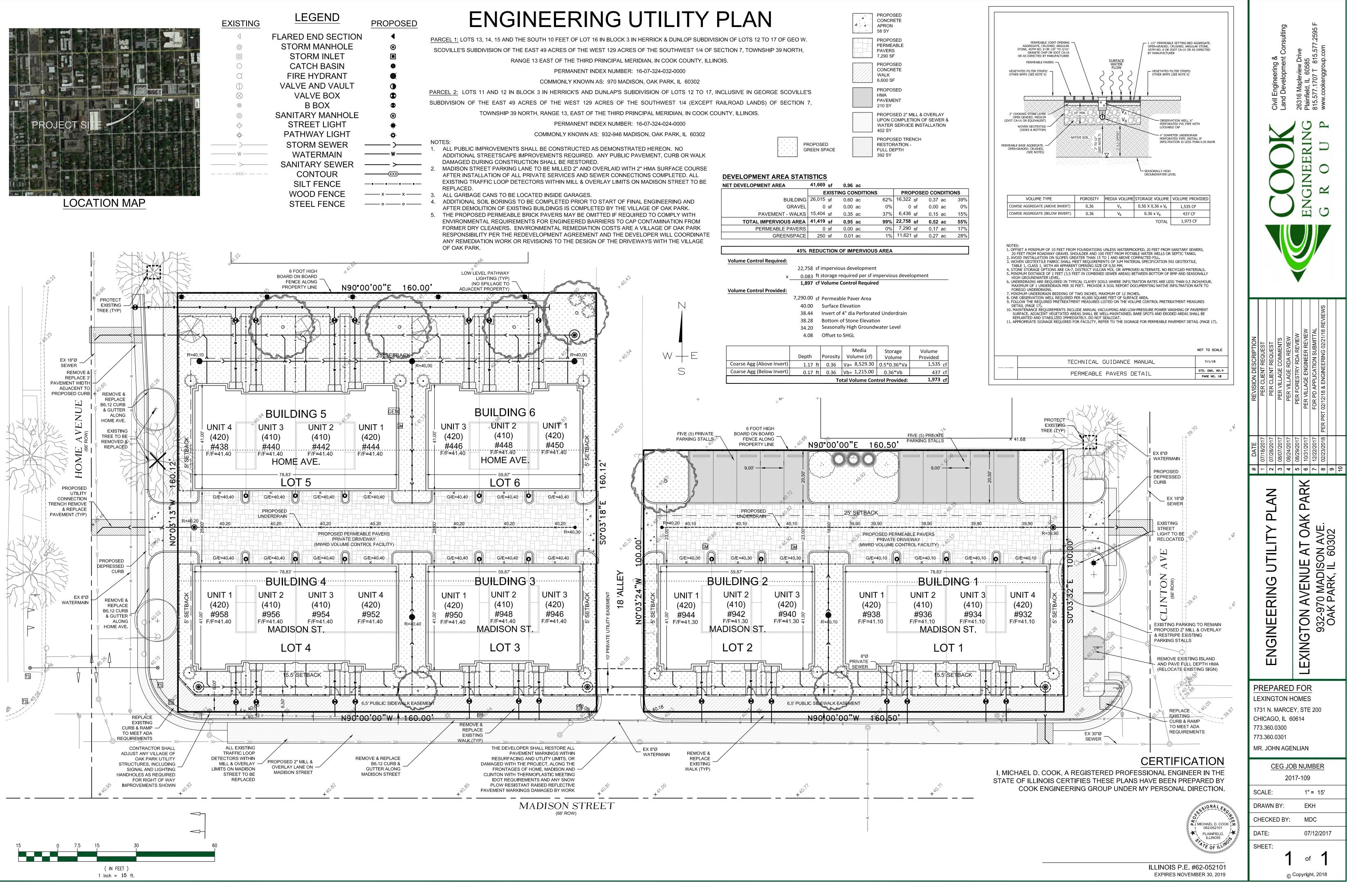
VILLAGE OF OAK PARK RESTITUTION REPORT

9/27/2017 Madison and Home DATE ADDRESS PROPOSED REMOVALS TREE DESCRIPTION VALUE 23" Gleditsia triacanthos: Honeylocust (Tree#11318) in fair condition \$11,739.13 TREE TOTAL: \$11,739.13 TREE REPLACEMENT QUANTITY TREE SPECIES SIZE VALUE Unspecified parkway trees 3 \$2,361.00 REPLACEMENT TOTAL: \$2,361.00 **REMOVAL TOTAL:** \$11,739.13 REPLACEMENT TOTAL \$2,361.00 TOTAL RESITUTION DUE TO VILLAGE: \$9,378.13

DEPT: FORESTRY DIVISION

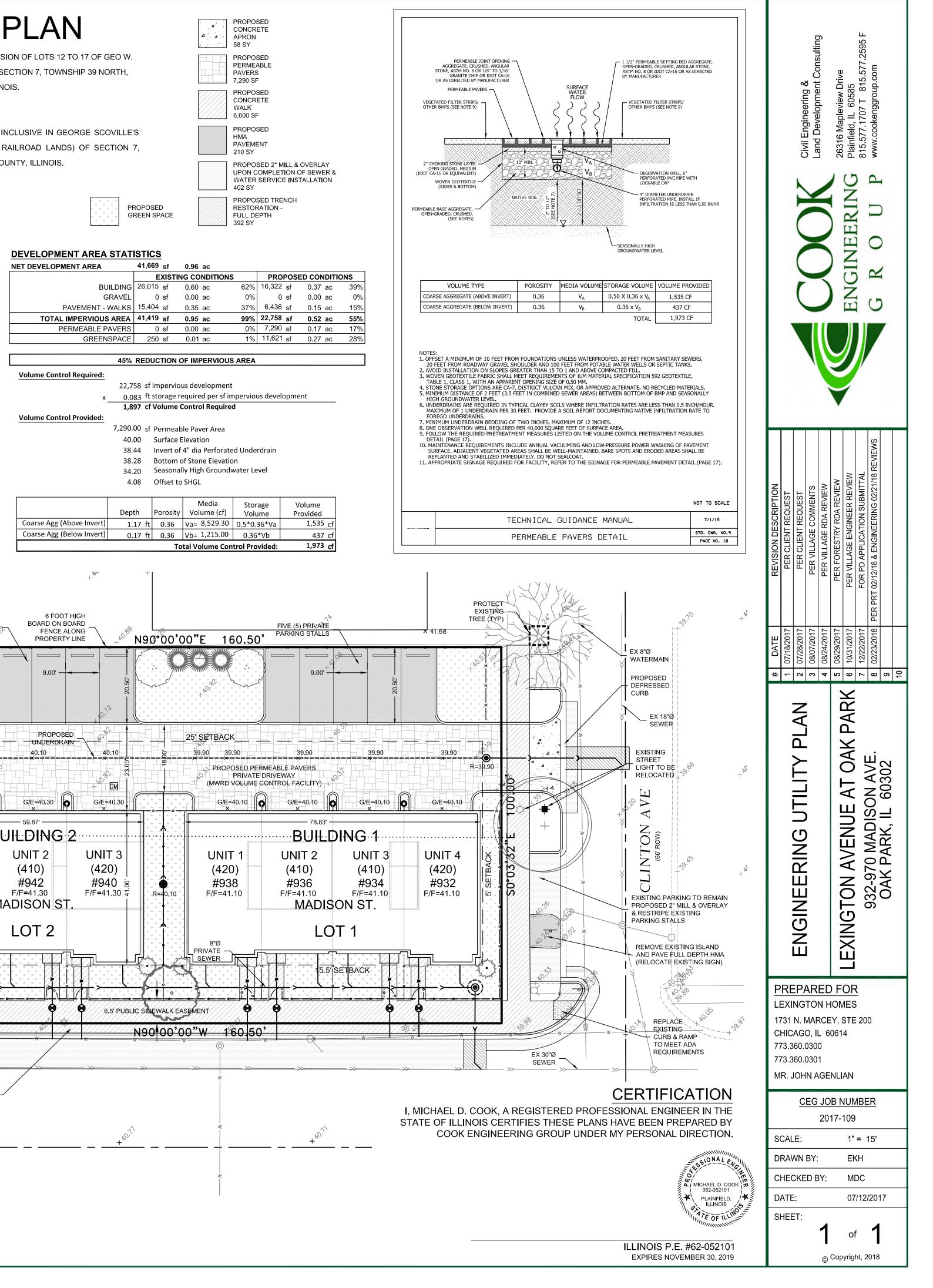
PREPARED BY: Rob Sproule Forestry Superintendent

Appraiser: Robert Sproule		Address:	970 Home
Forestry Superintender	nt	Tree Number:	11318
Date: 5/23/2016	_	Tree Location:	L1
	Field Observation	S	a subleman
Species: Gleditsia triacanthos (I	Honeylocust)		
Condition Rating		- in a state of	
Factor	Structure	Health	
Roots	2	3	
Trunk	3	3	
Scaffold Branches	2	3	
Small Branches and Twigs	*	2	
Foliage and/or Buds	*	2	
		Condition %:	62.50%
Trunk Diameter (in) Location Rating	23	Condition %:	62.50%
Trunk Diameter (in) Location Rating Site %	70.00%	Condition %:	62.50%
Trunk Diameter (in) Location Rating Site % Contribution%	70.00%	Condition %:	62.50%
Trunk Diameter (in) Location Rating Site %	70.00%		
Trunk Diameter (in) Location Rating Site % Contribution% Placement %	70.00% 100.00% 70.00%	Location %:	80.009
Trunk Diameter (in) Location Rating Site % Contribution% Placement % Illinois Arborist A	70.00% 100.00% 70.00% ssociation (IAA) Pr	Location %:	80.009
Trunk Diameter (in) Location Rating Site % Contribution% Placement % Illinois Arborist A Species Rating	70.00% 100.00% 70.00% ssociation (IAA) Pr 80%	Location %:	80.00%
Trunk Diameter (in) Location Rating Site % Contribution% Placement % Illinois Arborist As Species Rating Installed Tree Cost	70.00% 100.00% 70.00% ssociation (IAA) Pr 80% \$787.00	Location %:	80.009
Trunk Diameter (in) Location Rating Site % Contribution% Placement % Illinois Arborist A Species Rating Installed Tree Cost Unit Tree Cost	70.00% 100.00% 70.00% ssociation (IAA) Pr 80% \$787.00 \$71/sq. in.	Location %: ovided Informatio	80.00% on
Trunk Diameter (in) Location Rating Site % Contribution% Placement % Illinois Arborist A Species Rating Installed Tree Cost Unit Tree Cost Calculations by Ap	70.00% 100.00% 70.00% ssociation (IAA) Pr 80% \$787.00 \$71/sq. in.	Location %: ovided Informatio	
Trunk Diameter (in) Location Rating Site % Contribution% Placement % Illinois Arborist A Species Rating Installed Tree Cost Unit Tree Cost	70.00% 100.00% 70.00% ssociation (IAA) Pr 80% \$787.00 \$71/sq. in. praiser using Field	Location %: ovided Informatio	80.009 on





NET DEVELOPMENT AREA	41,669 sf	0.96 ac			
	EXIS ⁻	TING CONDITION	IS	PROPOS	SED COND
BUILDING	26,015 sf	0.60 ac	62%	16,322 sf	0.37 a
GRAVEL	0 sf	0.00 ac	0%	0 sf	0.00 a
PAVEMENT - WALKS	15,404 sf	0.35 ac	37%	6,436 sf	0.15 a
TOTAL IMPERVIOUS AREA	41,419 sf	0.95 ac	99%	22,758 sf	0.52 a
PERMEABLE PAVERS	0 sf	0.00 ac	0%	7,290 sf	0.17 a
GREENSPACE	250 sf	0.01 ac	1%	11,621 sf	0.27 a

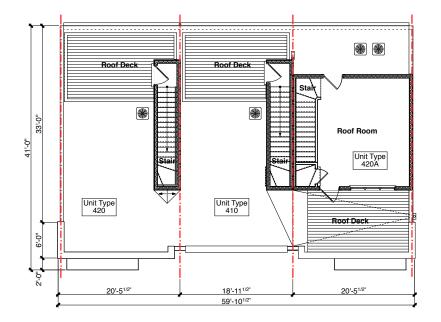




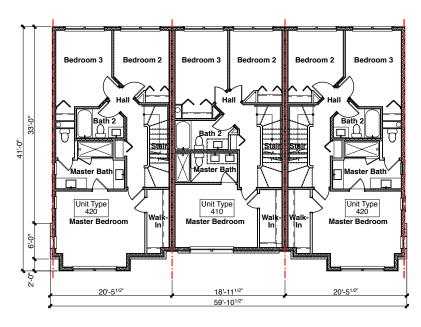
Exterior Lighting Plan

Applicant is requesting a waiver for Exhibit 8d as the only proposed lighting will be residential exterior lighting installed at the entrances and garages of each unit, as well as low level lighting along the sidewalk near the north property line. There will be no light spillage onto abutting properties or pedestrian ways.

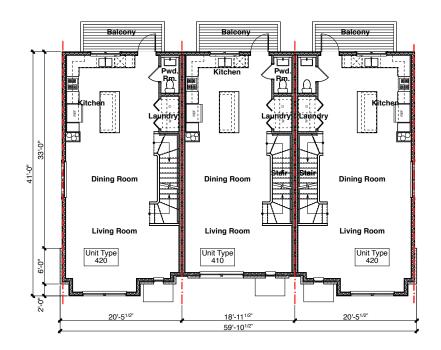
P:\2017-109\PDF\PD Application Docs\8D - EXTERIOR LIGHTING PLAN.doc



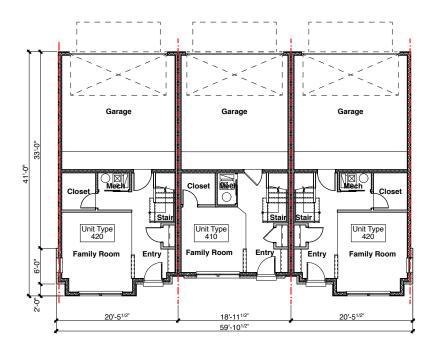
Buildings 2, 3 & 6 Penthouse Floor Plan



Buildings 2, 3 & 6 Third Floor Plan



Buildings 2, 3 & 6 Second Floor Plan



Buildings 2, 3 & 6 First Floor Plan

Oak Park Reserve

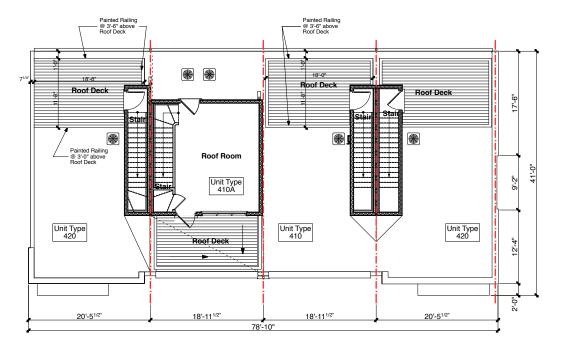
932-970 Madison Ave, Oak Park Illinois

Buildings 2-3-6 Plans Scale: 1/16" = 1'-0"

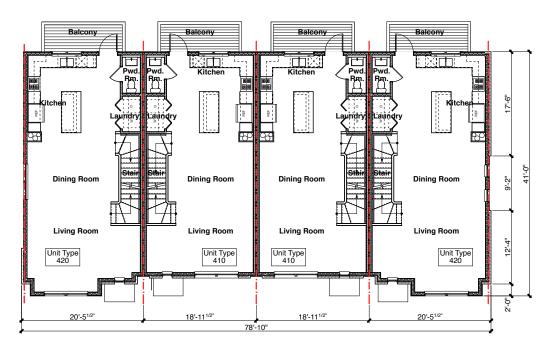
Note: An automated fire sprinkler system (NFPA13) will be provided at all buildings.

LexingtonHomes

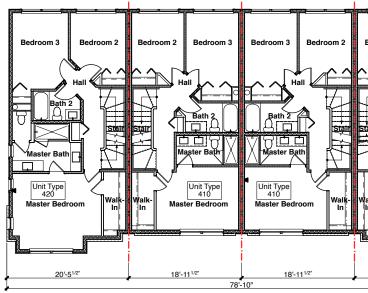
PAPPAGEORGE HAYMES



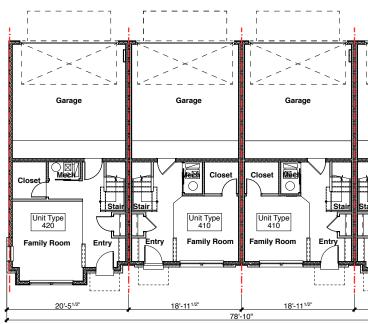
Buildings 1, 4 & 5 Penthouse Plan



Buildings 1, 4 & 5 Second Floor Plan



Buildings 1, 4 & 5 Third Floor Plan



Buildings 1, 4 & 5 First Floor Plan

Oak Park Reserve

Note:

buildings.

932-970 Madison Ave, Oak Park Illinois

An automated fire sprinkler system (NFPA13) will be provided at all

Buildings 1, 4 & 5 Plans Scale: 1/16" = 1'-0"

Bedroom 2 stair Unit Type 420 20'-51/2

Garage Unit Type 420 milv Ro 20'-51/2





pappageorgehaymes partners www.pappageorgehaymes.com

3/2/18

Parcel 1 (East) Building 1 Unit FAR Parking Total Unit Gross Unit Units (Ea) Parking Total Gross Total FAR Area Area 410 420 410 w/ Roof Rm 2253 1872 0 2 0 0 0 2559 5118 2148 4296 2 2 4 2 2 4 2528 5056 2146 4292 420 w/ Roof Rm 2857 2446 0 2 0 0 0 Additional Parking 5 **Building 1 Total** 13 10,174 8,588 4

Building 2							
Unit	Units	Parking (Ea)	Total Parking	Unit Gross Area	Total Gross	Unit FAR Area	Total FAR
410	1	2	2	2253	2253	1872	1872
420	1	2	2	2559	2559	2148	2148
410 w/ Roof Rm	0	2	0	2528	0	2146	0
420 w/ Roof Rm	1	2	2	2857	2857	2446	2446
Additional Parking			5				
Building 2 Total	3		11		7,669		6,466

Project Summary

	Site Area	Units	Garage Parking	Guest Parking	Gross Area	FAR Area
Parcel 1	16050	7	14	10	17,843	15,054
Parcel 2	25619	14	28	0	35,411	29,834
Total	41669	21	42	10	53,254	44,888

Notes:

1. Gross Area: Enclosed portion of the dwelling unit measured to the center of

demising walls and exterior face of exterior walls. 2. FAR Area: Gross Area excluding garage area.

Parcel 2 (West)

Building 3							
		Parking	Total	Unit Gross		Unit FAR	
Unit	Units	(Ea)	Parking	Area	Total Gross	Area	Total FAR
410	1	2	2	2253	2253	1872	1872
420	1	2	2	2559	2559	2148	2148
410A	0	2	0	2528	0	2146	0
420A	1	2	2	2857	2857	2446	2446
Building 3 Total	3		6		7,669		6,466

Building 4							
Unit	Units	Parking (Ea)	Total Parking	Unit Gross Area	Total Gross	Unit FAR Area	Total FAR
410	1	2	2	2253	2253	1872	1872
420	1	2	2	2559	2559	2148	2148
410 w/ Roof Rm	1	2	2	2528	2528	2146	2146
420 w/ Roof Rm	1	2	2	2857	2857	2446	2446
Building 4 Total	4		8		10,197		8,612

Building 5							
		Parking	Total	Unit Gross		Unit FAR	
Unit	Units	(Ea)	Parking	Area	Total Gross	Area	Total FAR
410	1	2	2	2253	2253	1872	1872
420	2	2	4	2559	5118	2148	4296
410 w/ Roof Rm	1	2	2	2528	2528	2146	2146
420 w/ Roof Rm	0	2	0	2857	0	2446	0
Building 5 Total	4		8		9,899		8,314

Building 6								
		Parking	Total	Unit Gross		Unit FAR		
Unit	Units	(Ea)	Parking	Area	Total Gross	Area	Total FAR	
410	0	2	0	2253	0	1872	0	
420	2	2	4	2559	5118	2148	4296	
410 w/ Roof Rm	1	2	2	2528	2528	2146	2146	
420 w/ Roof Rm	0	2	0	2857	0	2446	0	
Building 6 Total	3		6		7,646		6,442	

Parcel 1 (East)

Building 1							
Unit	Units	Parking (Ea)	Total Parking	Unit Gross Area	Total Gross	Unit FAR Area	Total FAR
410	0	2	0	2253	0	1872	0
420	0	2	0	2559	0	2148	0
410 w/ Roof Rm	2	2	4	2528	5056	2146	4292
420 w/ Roof Rm	2	2	4	2857	5714	2446	4892
Additional Parking			5				
Building 1 Total	4		13		10,770		9,184

Building 2							
Unit	Units	Parking (Ea)	Total Parking	Unit Gross Area	Total Gross	Unit FAR Area	Total FAR
410	0	2	0	2253	0	1872	0
420	0	2	0	2559	0	2148	0
410 w/ Roof Rm	1	2	2	2528	2528	2146	2146
420 w/ Roof Rm	2	2	4	2857	5714	2446	4892
Additional Parking			5				
Building 2 Total	3		11		8,242		7,038

Project Summary

	Units	Garage Parking	Guest Parking	Gross Area	FAR Area
Parcel 1	7	14	10	19,012	16,222
Parcel 2	14	28	0	38,024	32,444
Total	21	42	10	57,036	48,666

Notes:

 Gross Area: Enclosed portion of the dwelling unit measured to the center of demising walls and exterior face of exterior walls.

2. FAR Area: Gross Area excluding garage area.

Parcel 2 (West)

Building 3								
		Parking	Total	Unit Gross		Unit FAR	_	
Unit	Units	(Ea)	Parking	Area	Total Gross	Area	Total FAR	
410	0	2	0	2253	0	1872	0	
420	0	2	0	2559	0	2148	0	
410A	1	2	2	2528	2528	2146	2146	
420A	2	2	4	2857	5714	2446	4892	
Building 3 Total	3		6		8,242		7,038	

Building 4							
Unit	Units	Parking (Ea)	Total Parking	Unit Gross Area	Total Gross	Unit FAR Area	Total FAR
410	0	2	0	2253	0	1872	0
420	0	2	0	2559	0	2148	0
410 w/ Roof Rm	2	2	4	2528	5056	2146	4292
420 w/ Roof Rm	2	2	4	2857	5714	2446	4892
Building 4 Total	4		8		10,770		9,184

Building 5							
		Parking	Total	Unit Gross		Unit FAR	
Unit	Units	(Ea)	Parking	Area	Total Gross	Area	Total FAR
410	0	2	0	2253	0	1872	0
420	0	2	0	2559	0	2148	0
410 w/ Roof Rm	2	2	4	2528	5056	2146	4292
420 w/ Roof Rm	2	2	4	2857	5714	2446	4892
Building 5 Total	4		8		10,770		9,184

Building 6								
		Parking	Total	Unit Gross		Unit FAR		
Unit	Units	(Ea)	Parking	Area	Total Gross	Area	Total FAR	
410	0	2	0	2253	0	1872	0	
420	0	2	0	2559	0	2148	0	
410 w/ Roof Rm	1	2	2	2528	2528	2146	2146	
420 w/ Roof Rm	2	2	4	2857	5714	2446	4892	
Building 6 Total	3		6		8,242		7,038	



Enlarged Elevation

Lexington Avenue Oak Park

932-970 Madison Ave, Oak Park Illinois

Enlarged Elevation Scale: 3/16" = 1'-0"



PAPPAGEORGE HAYMES



Clinton Avenue Elevation



Madison Street Elevation-East

Lexington Avenue Oak Park

932-970 Madison Ave, Oak Park Illinois

Madison East & Clinton Elevations Scale: 1/16" = 1'-0



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CLINTON AVENUE

2/22/18



Home Avenue Elevation



Madison Street Elevation-West

Lexington Avenue Oak Park

932-970 Madison Ave, Oak Park Illinois

Madison-West and Home Elevations Scale: 3/32" = 1'-0", 1/16" = 1'-0'



PAPPAGEORGE HAYMES



Typical Side Elevation @ Public Alley and Gangway



Typical Rear Elevation @ Private Alley

Oak Park Reserve

932-970 Madison Ave, Oak Park Illinois

Alley and Rear Elevations Scale: 1/16" = 1'-0'



PAPPAGEORGE HAYMES



Madison Street Perspective Looking East

Lexington Avenue Oak Park 932-970 Madison Ave, Oak Park Illinois

Perspective Rendering



PAPPAGEORGE HAYMES



Clinton Ave Streetscape Elevation



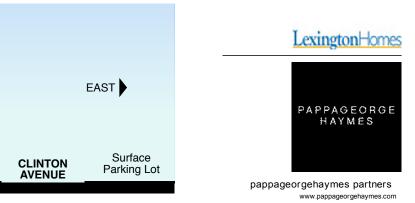
Home Ave Streetscape Elevation



Madison St Streetscape Elevation

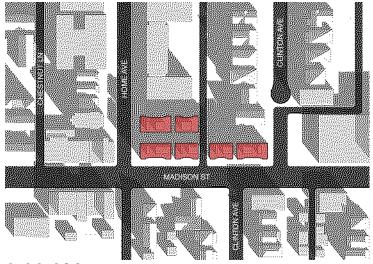
Lexington Avenue Oak Park 932-970 Madison Ave, Oak Park Illinois

Streetscape Elevations Scale: 1" = 40'



PYRIGHT pappageorge haymes partners 21

DECEMBER 21



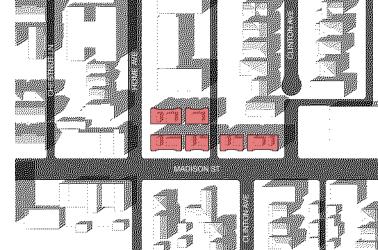


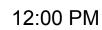
3:00 PM











3:00 PM

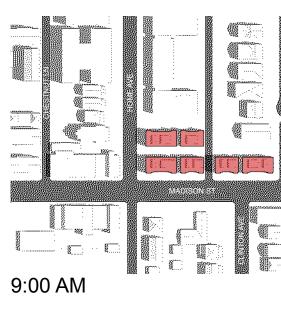
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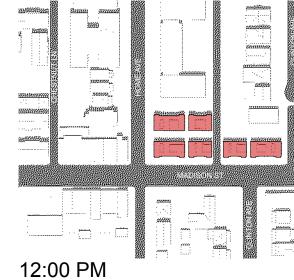
MARCH 20 / SEPTEMBER 22

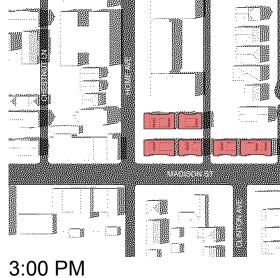
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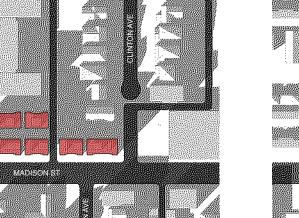
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JUNE 21



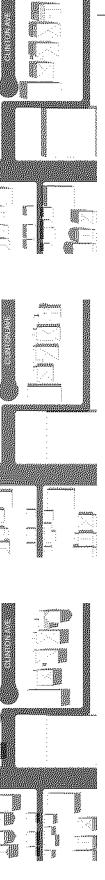






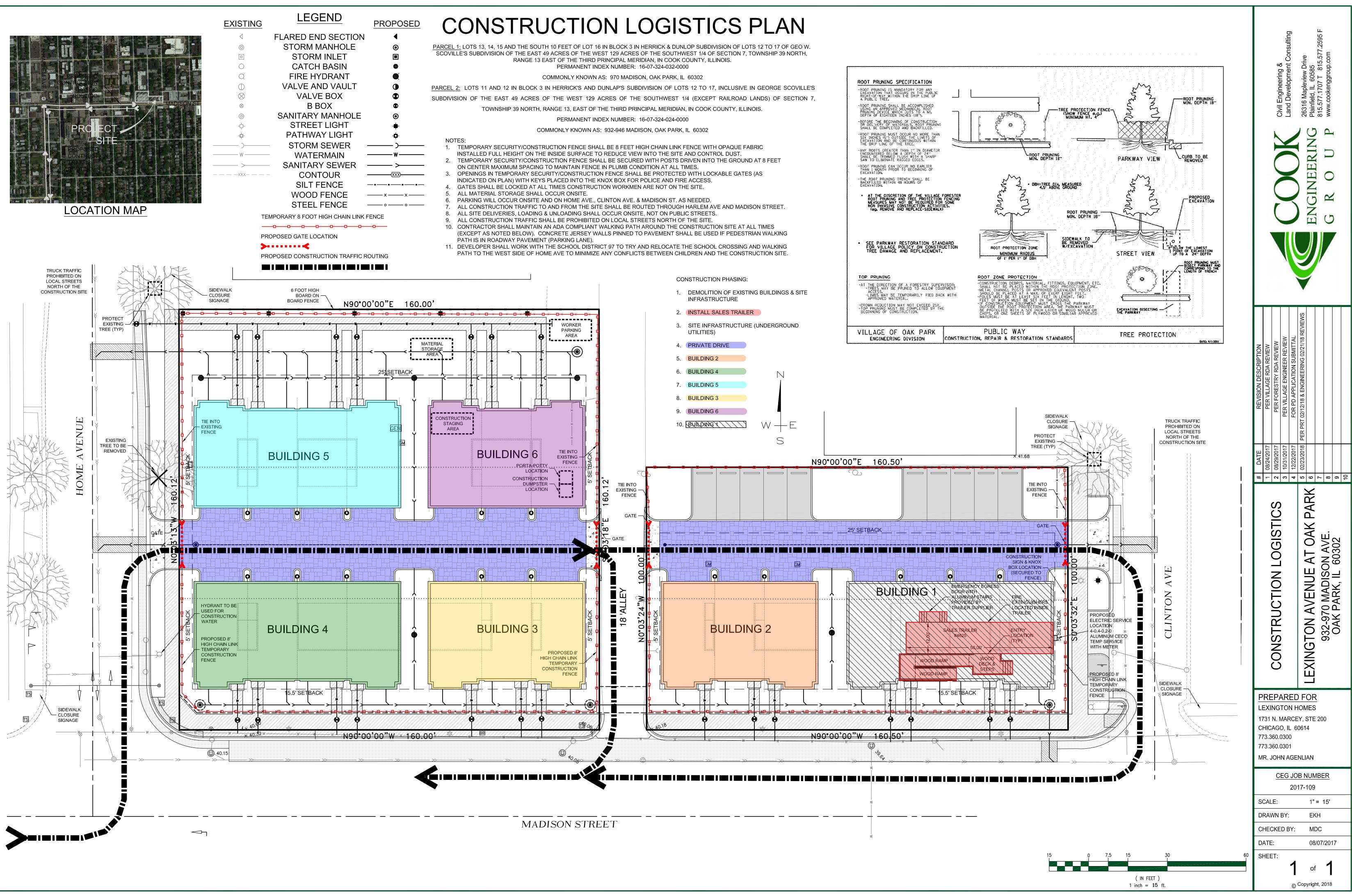
932-970 Madison Ave, Oak Park Illinois

Shadow Study





PAPPAGEORGE HAYMÉS





TENTATIVE	PROJECT	SCHEDULE
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LEXINGTON AVENUE AT OAK PARK 932-946, 970 MADISON STREET OAK PARK, ILLINOIS
 DATE
 01/16/18

 COOK ENGINEERING GROUP ID
 2017-109

 PLAN REVISION DATE
 12/22/17

		1 2 3 4 5 6 7 8 9 10 11 12	2 1 2 3 4 5 6 7 8 9 10	11 12 1 2 3 4 5 6 7 8 9 10 11	12 1 2 3 4 5 6 7 8 9 10 11 12
ITEM	DESCRIPTION	2017	2018	2019	2020
1	REDEVELOPMENT AGREEMENT APPROVAL	×			
2	SITE DEMOLITION BY VILLAGE OF OAK PARK		XX		
3	PLANNED DEVELOPMENT APPROVAL		X		
4	SITE DESIGN AND PERMITTING		XXXXX		
5	CLOSING ON PROPERTY WITH VILLAGE OF OAK PARK		×		
6	SITE MOBILIZATION AND TRAILER		×		
7	UNDERGROUND UTILITIES		\sim		
8	FOUNDATION - BUILDING 2				
9	CONSTRUCTION - BUILDING 2			XXXX	
10	PRIVATE DRIVE - EAST PARCEL			×	
11	PRIVATE DRIVE - WEST PARCEL			×	
12	CLOSINGS - BUILDING 2				
13	FOUNDATION - BUILDING 4		X		
14	CONSTRUCTION - BUILDING 4		\sim	× × × × × × × × × × × × × × × × × × ×	
15	CLOSINGS - BUILDING 4			×	
16	FOUNDATION - BUILDING 5			\mathbf{X}	
17	CONSTRUCTION - BUILDING 5			XXXXXXXX	
18	CLOSINGS - BUILDING 5				
19	FOUNDATION - BUILDING 3			\mathbf{X}	
20	CONSTRUCTION - BUILDING 3				
21	PERIMETER PUBLIC IMPROVEMENTS				
22	CLOSINGS - BUILDING 3			X	
23	FOUNDATION - BUILDING 6			×	
24	CONSTRUCTION - BUILDING 6				XXX
25	CLOSINGS - BUILDING 6				
26	FOUNDATION - BUILDING 1				
27	CONSTRUCTION - BUILDING 1				
28	CLOSINGS - BUILDING 1				×
29	PERIMETER PUBLIC IMPROVEMENTS				\times

Lexington Avenue at Oak Park Tab 9 Model March 19, 2018

(not included/applicable to this project)

Lexington Avenue at Oak Park Tab 10 Responsibility to Record March 19, 2018



February 16, 2018

Ms. Tammie Grossman Director, Development Customer Services Village of Oak Park 123 Madison Street Oak Park, IL. 60302

RE: 932-958 Madison Street Lexington Avenue Development Responsibility to Record

Dear Tammie,

Please accept this letter as Lexington Homes LLC's statement acknowledging our responsibility to record a certified copy of the ordinance granting the planned development with the Cook County Recorder of Deeds and to provide evidence of said recording to the Village within 30 days of passage in the event the proposed planned development is approved by the Village Board.

If you should have any questions or concerns please feel free to contact me at jagenlian@lexingtonchicago.com or at 773 457 8563.

Thank you,

John Agenlian Vice President of Land Development Lexington Homes LLC

Lexington Avenue at Oak Park Tab 11 Property Owner Notices March 19, 2018

NOTICE OF PUBLIC HEARING

VILLAGE OF OAK PARK PLAN COMMISSION

DOCKET NUMBER: PC 18-02 Planned Development and Plat of Subdivision HEARING DATE: April 5, 2018 **TIME:** 7:00 p.m. or as soon thereafter as the Agenda permits. LOCATION OF HEARING: Room 201 (Council Chambers), Oak Park Village Hall, 123 Madison Street, Oak Park, Illinois, 60302 APPLICANT(S): Lexington Homes, LLC, 1731 North Marcey Street, Suite 200, Chicago, IL 60614 OWNERS OF RECORD: Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302 SUBJECT PROPERTY ADDRESSES: 932-970 Madison Street, Oak Park, Illinois LEGAL DESCRIPTION: PARCEL 1: LOTS 13, 14, 15 AND THE SOUTH 10 FEET OF LOT 16 IN BLOCK 3 IN HERRICK & DUNLOP SUBDIVISION OF LOTS 12 TO 17, INCLUSIVE, IN GEORGE W. SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES (EXCEPT RAILROAD LANDS) OF THE SOUTHWEST 1/4 OF SECTION 7. TOWNSHIP 39 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: LOTS 11 AND 12 IN BLOCK 3 IN HERRICK'S AND DUNLAP'S SUBDIVISION OF LOTS 12 TO 17, INCLUSIVE, IN GEORGE W. SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD LANDS) OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. **REQUESTS**: The Applicant seeks approval of a Planned Development for twenty-one (21) attached single family townhomes within the MS – Madison Street Zoning District with the following allowances: 1.) Roof deck setback: Article 9 ("Site Development Standards"), Section 9.3 ("Accessory Structures and Uses"), Subsection 9.3(M)(2) ("Flat Roof Features") (6 feet required – Zero feet proposed); 2.) Landscape buffer: Article 11 ("Landscape & Screening"), Section 11.8 ("Buffer Yard Requirements"), Subsection 11.8(B)(2)(a), (b), (d), (e) (landscaped rear setback buffer yard required -Zero proposed on eastern portion); 3.) Street-side building setback: Article 5 ("Commercial Districts"), Section 5.3

("Dimensional Standards"), Table 5-1 ("Commercial Districts Dimensional Standards"), Street Setback for MS District (build-to zone of 3-5 feet required – 15.5 feet proposed); 4.) Building height: Article 5 ("Commercial Districts"), Section 5.3 ("Dimensional Standards"), Table 5-1 ("Commercial Districts Dimensional Standards"), Maximum Building Height for MS District (35 feet allowed – 42.5 feet proposed). The Applicant is also requesting approval of a plat of subdivision.

Copies of the application and each of the applicable documents are on file and are available for inspection at the Village Hall, Development Customer Services Department, 123 Madison Street, Oak Park, Illinois 60302, during regular business hours, Monday through Friday, between 8:30 a.m. and 5:00 p.m. Persons with disabilities planning to attend and needing special accommodations should contact the Village Clerk's Office at 123 Madison Street, Oak Park, Illinois 60302, or call (708) 358-5670.

ALL PERSONS INTERESTED IN THESE PROCEEDINGS ARE INVITED TO BE HEARD.

David Mann, Chairperson OAK PARK PLAN COMMISSION, Sitting as a Zoning Commission Oak Park, Illinois 60302 16-07-316-020-0000 JAAFAR HUSSEIN 722 68TH ST WILLOWBROOK, IL 60527

16-07-316-049-1001 TOM SELIMOS 125 N MYRTLE ELMHURST, IL 60126

16-07-316-049-1004 JUSTINE PHAGAN 1008 W WASHINGTON BLVD OAK PARK, IL 60302

16-07-316-049-1007 VINCENT CHIU 1008 WASHINGTON BLVD 7 OAK PARK, IL 60302

16-07-316-049-1010 ANGELINE L BOSLEY 1008 WASHINGTON BLVD OAK PARK, IL 60302

16-07-316-047-0000 RAMAN A PATEL 1024 WASHINGTON BLVD OAK PARK, IL 60302

16-07-316-054-1003 KAMALPREET S KAULDHAR 1020 WASHINGTON 1C OAK PARK, IL 60302

16-07-316-054-1006 EDEZA PASCUAL 1020 WASHINGTON BLV#2B OAK PARK, IL 60302

16-07-316-054-1009 WILLIAM A LOVELL 1020 W WASHINGTON #3B OAK PARK, IL 60302 16-07-316-021-0000 GREENPLAN 1026 WASHING 41 CHICAGO AVE OAK PARK, IL 60302

16-07-316-049-1002 DIANE LEWIS 1008 WASHINGTON U2 OAK PARK, IL 60302

16-07-316-049-1005 RAHUL HANDA 60 E MONROE ST 2906 CHICAGO, IL 60603

16-07-316-049-1008 THOMAS LEINBERGER 1008 WASHINGTON #8 OAK PARK, IL 60302

16-07-316-049-1011 DIANE LEWIS 1008 WASHINGTON U2 OAK PARK, IL 60302

16-07-316-054-1001 MARI CARMEN TORRES 1020 WASHINGTON BLVD1A OAK PARK, IL 60302

16-07-316-054-1004 BEVERLY D WALLACE 1020 W WASHINGTON 1D OAK PARK, IL 60302

16-07-316-054-1007 JILL BONCZEK 2C 1020 W WASHINGTON OAK PARK, IL 60302

16-07-316-054-1010 THERESA M JESSIE 1020 WASHINGTON 3C OAK PARK, IL 60302

16-07-317-026-1001 TERRENCE SCUDIERI JR 950 WASHINGTON 100 OAK PARK, IL 60302 16-07-316-049-1003 MICHAEL LI 729 HEATH CT WESTMONT, IL 60559

16-07-316-049-1006 AUGUSTINE MITCHELL 1008 W WASHINGTON#6 OAK PARK, IL 60302

16-07-316-049-1009 PING SUN MENGZHU HAO 236 GRANT VILLAGE HINDSDALE, IL 60521

16-07-316-049-1012 ANGELINE L BOSLEY 1008 WASHINGTON BLVD OAK PARK, IL 60302

16-07-316-054-1002 ROGELIO PONCE DE LEON 1020 W WASHINGTON 1B OAK PARK, IL 60302

16-07-316-054-1005 JEAN LOUIS CARBAJOSA 1020 W WASHINGTON 2A OAK PARK, IL 60302

16-07-316-054-1008 LASAGE 1020 WASHINGTON BLVD OAK PARK, IL 60302

16-07-316-054-1011 CLAIRE BIELANSKI 1020 WASHINGTON BVD 3D OAK PARK, IL 60302

16-07-317-026-1002 WARREN MERLE 101 950 WASHINGTON BLVD OAK PARK, IL 60302 16-07-317-026-1003 THOMAS V THOMAS 950 WASHINGTON 102 OAK PARK, IL 60302

16-07-317-026-1006 CAROL GRAHAM 950 W WASHINGTON 105 OAK PARK, IL 60302

16-07-317-026-1009 MOZELLAR SNOWDEN 950 WASHINGTON ST 108 OAK PARK, IL 60302

16-07-317-026-1012 CHRISTINA DIAZ 950 WASHINGTON BLVD202 OAK PARK, IL 60302

16-07-317-026-1015 WILLIAM HAUSLEIN 950 WASHINGTON OAK PARK, IL 60302

16-07-317-026-1018 GAIL C BIEN 208 950 W WASHINGTON BLVD OAK PARK, IL 60302

16-07-317-026-1021 JOSEPH PAJAK 950 W WASHINGTON #302 OAK PARK, IL 60302

16-07-317-026-1024 MARILYN MILES 950 WASHINGTON 305 OAK PARK, IL 60302

16-07-317-026-1027 LISA CARASSO FRIED 950 WASHINGTON BLVD308 OAK PARK, IL 60302

16-07-317-027-1001 CHRISTINE CALLAHAN 934 WASHINGTON BLVD 1E OAK PARK, IL 60302 16-07-317-026-1004 BONITA D STUTZ 950 WASHINGTON BLVD 10 OAK PARK, IL 60302

16-07-317-026-1007 ROSIE FELICIANO 950 WASHINGTON #106 OAK PARK, IL 60302

16-07-317-026-1010 PHILIP W RIZZO 2047 N 75TH AVE ELMWOOD PK, IL 60707

16-07-317-026-1013 JENNIFER AGUILAR 950 WASHINGTON 203 OAK PARK, IL 60302

16-07-317-026-1016 ALFREDO ROMAN 950 WASHINGTON BLVD206 OAK PARK, IL 60302

16-07-317-026-1019 DENISE M GLAN 950 WASHINGTON #209 OAK PARK, IL 60302

16-07-317-026-1022 JAIME WILLIAMSON 950 WASHINGTON BLVD303 OAK PARK, IL 60302

16-07-317-026-1025 ALEXANDRA QUILICI 950 WASHINGTON BLVD306 OAK PARK, IL 60302

16-07-317-026-1028 JEROLD KRISTON 950 WASHINGTON 309 OAK PARK, IL 60302

16-07-317-027-1002 ANNETTE M BERNING 934 W WASHINGTON BVD OAK PARK, IL 60302 16-07-317-026-1005 MARY V MARLING 950 W WASHINGTON #104 OAK PARK, IL 60302

16-07-317-026-1008 MIAD YAZDANI 950 WASHINGTON BLVD107 OAK PARK, IL 60302

16-07-317-026-1011 TORI L BRIXIUS 950 WASHINGTON BLVD201 OAK PARK, IL 60302

16-07-317-026-1014 WALESKA HERNANDEZ 950 WASHINGTON 204 OAK PARK, IL 60302

16-07-317-026-1017 DIANE C MOSES 950 WASHINGTON 207 OAK PARK, IL 60302

16-07-317-026-1020 STEVEN CYNTHIA BELL 950 WASHINGTON BLVD301 OAK PARK, IL 60302

16-07-317-026-1023 CARLOS BRIONES 950 WASHINGTON BLVD304 OAK PARK, IL 60302

16-07-317-026-1026 DAVID S ZAGORSKI 950 W WASHINGTON 307 OAK PARK, IL 60302

16-07-317-027-1003 JOHN J ROMANOVICH 934 W WASHINGTON #2E OAK PARK, IL 60302 16-07-317-027-1004 SARAH REBECCA EANET 2W 934 W WASHINGTON BLVD OAK PARK, IL 60302

16-07-317-027-1008 MEG REUVERS 116 S GROVE #B OAK PARK, IL 60302

16-07-317-027-1011 SHAWN HELMS 936 WASHINGTON 3W OAK PARK, IL 60302

16-07-317-027-1014 BRYANT ROLDAN 938 WASHINGTON BLVD OAK PARK, IL 60302

16-07-317-027-1017 W VIDALLO C KELLY 938 WASHINGTON BLVD 3W OAK PARK, IL 60302

16-07-317-027-1020 AMANDA OTTO 328 N MAIN ST LOMBARD, IL 60148

16-07-317-027-1025 BARBARA A WEAKLY 942 W WASHINGTON 2E OAK PARK, IL 60302

16-07-317-027-1028 MICHAEL B HISE 345 S CLINTON AV OAK PARK, IL 60302

16-07-317-027-1031 TAXPAYER OF 942 WASHINGTON BLVD OAK PARK, IL 60302

16-07-318-017-0000 TAXPAYER 333 N. KENILWORTH AVENUE OAK PARK, IL 60302 16-07-317-027-1005 LEN HANNAH MARTENS 936 W WASHINGTON BLVD OAK PARK, IL 60302

16-07-317-027-1009 WILLIAM DOUGHERTY 1003 FAIRWAY DRIVE BENSENNVILLE, IL 60106

16-07-317-027-1012 ANTONIO PANNUTI 938 WASHINGTON 1E OAK PARK, IL 60302

16-07-317-027-1015 RICHARD M JARVIE 938 WASHINGTON 2W OAK PARK, IL 60302

16-07-317-027-1018 YONG H MYUNG 940 WASHINGOTN 1E OAK PARK, IL 60302

16-07-317-027-1021 NALANA HERRIGTON 940 WASHINGTON BLVD OAK PARK, IL 60302

16-07-317-027-1026 CHRISTINE SHAUGHNESSY 942 WASHINGTON #2W OAK PARK, IL 60302

16-07-317-027-1029 BONNIE TURBEVILLE 942 WASHINGTON BLVD #1 OAK PARK, IL 60302

16-07-317-027-1032 PURISIMA VALDEZ UNT GW 942 WASHINGTON BLVD OAK PARK, IL 60302

16-07-319-022-0000 FOX PARTNER LP 1110 PLEASANT ST OAK PARK, IL 60302 16-07-317-027-1007 SUSAN A HYNES 936 WASHINGTON BLVD#1W OAK PARK, IL 60302

16-07-317-027-1010 MARY T MURPHY 936 W WASHINGTON OAK PARK, IL 60302

16-07-317-027-1013 CATHRYN WEISS 938 WASHINGTON BLVD#1W OAK PARK, IL 60302

16-07-317-027-1016 PENELOPE S EVANS 938 WASHINGTON BLVD 3E OAK PARK, IL 60302

16-07-317-027-1019 NEW DIRECTION IRA PAME 401 WILLIAM ST#5500 RIVER FOREST, IL 60305

16-07-317-027-1022 KATHY HUNTER 7700 CRABTREE CT WOODRIDGE, IL 60517

16-07-317-027-1027 FRANK J PERINO 936 WASHINGTON BLVD 1S OAK PARK, IL 60302

16-07-317-027-1030 EDWARD NUDD 942 W WASHINGTON GE OAK PARK, IL 60302

16-07-319-026-1001 MARICELA AGUIRRE 336 S KENILWORTH AV #1 OAK PARK, IL 60302 16-07-319-026-1002 FRANK ELLIOTT 336 S KENILWORTH AVE OAK PARK, IL 60302

16-07-319-026-1005 HEATHER ANDERSON 1550 KENMORE CT PALM HARBOR, FL 34684

16-07-319-026-1008 ANGELIQUE STRAND 340 S KENILWORTH#2 OAK PARK, IL 60302

16-07-319-026-1011 DAWN WHETSTINE 842 WASHINGTON BLVD #2 OAK PARK, IL 60302

16-07-319-026-1014 SCOTT A DAWSON 844 WASHINGTON BLVD 1 OAK PARK, IL 60302

16-07-319-026-1017 S DAWSON 846 WASHINGTON #1 OAK PARK, IL 60302

16-07-319-026-1020 J BOGRAD U1 848 WASHINGTON BLVD OAK PARK, IL 60302

16-07-319-026-1023 M SCHLEGEL K HABBLEY 850 W WASHINGTON #1 OAK PARK, IL 60302

16-07-319-026-1026 GRACE YOUSSEF 5220 SHADY AVE SAN JOSE, CA 95129

16-07-319-026-1029 R G CICCIONE 854 WASHINGTON BLVD OAK PARK, IL 60302 16-07-319-026-1003 TODD S MARTIN 336 S KENILWORTH #3 OAK PARK, IL 60302

16-07-319-026-1006 DANIEL K SHANNON 338 S KENILWORTH 3 OAK PK, IL 60302

16-07-319-026-1009 KYLE F VANDER MEULEN 340 S KENILWORTH AVE 3 OAK PARK, IL 60302

16-07-319-026-1012 MICHAEL P PETERSON 842 WASHINGTON BLVD OAK PARK, IL 60302

16-07-319-026-1015 ELIZABETH TUERK COMEAU 1116 CLEVELAND AVE LA GRANGE PK, IL 60526

16-07-319-026-1018 ALEXIS CHMELL 121 FRANKLIN AVE RIVER FOREST, IL 60305

16-07-319-026-1021 R E OVERBECK 1605 CARLISLE LN DEKALB, IL 60115

16-07-319-026-1024 WILLIAM T JONES 850 WASHINGTON BLVD 2 OAK PARK, IL 60302

16-07-319-026-1027 KRISTIN E FERGUSON 852 WASHINGTON BLVD #2 OAK PARK, IL 60302

16-07-319-026-1030 ANJAN SARMA 854 WASHINGTON UT 2 OAK PARK, IL 60302 16-07-319-026-1004 ANGELA WILLIAMS 338 S KENILWORTH #1 OAK PARK, IL 60302

16-07-319-026-1007 LAUREN KAPLAN 340 S KENILWORTH ST #1 OAK PARK, IL 60302

16-07-319-026-1010 ERIC JENKINS 842 W WASHINGTON #1 OAK PARK, IL 60302

16-07-319-026-1013 STACY OKIMURA 842 WASHINGTON BLVD #G OAK PARK, IL 60302

16-07-319-026-1016 MICHAEL KACZMARSKI 844 WASHINGTON BLVD #3 OAK PARK, IL 60302

16-07-319-026-1019 PHILLIP GIANNATTASIO 846 WASHINGTON 3 CHICAGO, IL 60607

16-07-319-026-1022 KATHERINE H DOYLE 848 WASHINGTON BLVD#3 OAK PARK, IL 60302

16-07-319-026-1025 P A K L JOHNSON 850 WASHINGTON 3 OAK PARK, IL 60302

16-07-319-026-1028 OLGA HUSSAIN 852 W WASHINGTON BLVD OAK PARK, IL 60302

16-07-319-026-1031 KATHY DOWDELL 854 WASHINGTON BLVD #3 OAK PARK, IL 60302 16-07-319-026-1032 MYRA CHEEFUS 856 W WASHINGTON #1 OAK PARK, IL 60302

16-07-319-026-1035 ERNEST MORALES 856 WASHINGTON BLVD G OAK PARK, IL 60302

16-07-319-026-1038 DAVID KASH 858 WASHINGTON BLVD 3E OAK PARK, IL 60302

16-07-319-026-1041 DAVID BAKER 858 W WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-033-0000 PATRICIA WEBBER 429 HOME AVENUE OAK PARK, IL 60302

16-07-323-037-0000 TAXPAYER 1006 MADISON ST OAK PARK, IL 60302

16-07-323-043-1002 CAROLYN R SKIPPER 425 S HOME #1B OAK PARK, IL 60302

16-07-323-043-1005 KYOKO OGATA 425 S HOME AVE #1E OAK PARK, IL 60302

16-07-323-043-1008 JANET H HANNIGAN 425 S HOME #1H OAK PK, IL 60302

16-07-323-043-1011 BARBARA FANTA 425 HOME AVE #2A OAK PARK, IL 60302 16-07-319-026-1033 MARDEL AHLEONG 856 WASHINGTON 2 OAK PARK, IL 60302

16-07-319-026-1036 RUIZ LAURA 1E 858 W WASHINGTON BLVD OAK PARK, IL 60302

16-07-319-026-1039 MAHBOOB HUSSAIN 238 CIRCLE AVE FOREST PARK, IL 60130

16-07-319-026-1042 L A BEZINOVICH 858 WASHINGTON BLVD #G OAK PARK, IL 60302

16-07-323-034-0000 R PICKRELL E PELOQUIN 431 S HOME AVE OAK PARK, IL 60302

16-07-323-038-0000 CHICAGO TITLE TRUSTEE 1000 MADISON OAK PARK, IL 60302

16-07-323-043-1003 PHYLLIS ADAMS 425 S HOME 1C OAK PARK, IL 60302

16-07-323-043-1006 JILLIAN KARL 425 S HOME AV 1F OAK PARK, IL 60302

16-07-323-043-1009 DIANA PIEDLOW 425 S HOME AV #1K OAK PARK, IL 60302

16-07-323-043-1012 MARILYN HAYES 425 S HOME AV 2B OAK PARK, IL 60302 16-07-319-026-1034 DANIEL J PANATTONI 856 S WASHINGTON U3 OAK PARK, IL 60302

16-07-319-026-1037 MARTINA BLAHO 858 WASHINGTON BLVD 2E OAK PARK, IL 60302

16-07-319-026-1040 MARK VALENTINE 4437 N CAMPBELL CHICAGO, IL 60625

16-07-323-025-0000 KAREN J ORTIZ 1013 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-035-0000 TIM LYNDA BENSON 435 HOME AV OAK PARK, IL 60302

16-07-323-043-1001 RITA LOMBARDO 425 HOME AVE #1A OAK PARK, IL 60302

16-07-323-043-1004 PEGGY RUTH MINNICK 425 S HOME 1D OAK PARK, IL 60302

16-07-323-043-1007 THOMAS CLARK 425 HOME AV 1G OAK PARK, IL 60302

16-07-323-043-1010 SUZANNE RINGGOLD 425 S HOME AV OAK PARK, IL 60302

16-07-323-043-1013 KIMBERLY JACKSON 425 S HOME AV 2C OAK PARK, IL 60302 16-07-323-043-1014 F DE AVILA 425 HOME AVE 2-D OAK PARK, IL 60302

16-07-323-043-1017 SANDRA BORZYM 425 HOME AVE #2G OAK PARK, IL 60302

16-07-323-043-1020 LOISTENE RAY 425 HOME AV #2J OAK PARK, IL 60302

16-07-323-043-1023 J H BOWERSMITH 425 HOME AVE#3C OAK PARK, IL 60302

16-07-323-043-1026 LORETTA J SCHULZE 425 HOME AV #3F OAK PARK, IL 60302

16-07-323-043-1029 MARY R JOSHI 425 HOME AVE 3K OAK PARK, IL 60302

16-07-323-045-1002 YOLANDA RUIZ 1005 W WASHINGTON #1-B OAK PARK, IL 60302

16-07-323-045-1005 CLAUDE E BINDER 1005 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-047-1001 VINCENT DENARDO 413 S HOME AVE 1A OAK PARK, IL 60302

16-07-323-047-1004 KEUNPOONG LIM 413 S HOME AV 2C OAK PARK, IL 60302 16-07-323-043-1015 H FAN Q XU 425 S HOME 2E OAK PARK, IL 60302

16-07-323-043-1018 RON MCCLOUD 425 S HOME AV 2H OAK PARK, IL 60302

16-07-323-043-1021 KIM TOKARZ 425 HOME AVE #3A OAK PARK, IL 60302

16-07-323-043-1024 JAUIER F HAGGAR 425 S HOME 3D OAK PARK, IL 60302

16-07-323-043-1027 ESTHER MEDINA 425 HOME AVE 3G OAK PARK, IL 60302

16-07-323-043-1030 SHEILA M SULLIVAN 425 S HOME AVE OAK PARK, IL 60302

16-07-323-045-1003 ANSURIA Y VELAZQUEZ 1005 W WASHINGTON 2A OAK PARK, IL 60302

16-07-323-045-1006 MARIA SANCHEZ 1005 WASHINGTON 3W OAK PARK, IL 60302

16-07-323-047-1002 JANE MICENHAMER 413 S HOME AV 2A OAK PARK, IL 60302

16-07-323-047-1005 F HARRIS 413 HOME AVE 3A OAK PARK, IL 60302 16-07-323-043-1016 RENE POPE 425 HOME AVE OAK PARK, IL 60302

16-07-323-043-1019 MARIA ALMA ALVARADO 530 S OAK PARK AVE OAK PARK, IL 60304

16-07-323-043-1022 RAYMOND P GUMM 425 S HOME AV 3B OAK PARK, IL 60302

16-07-323-043-1025 BRADLEY L ERICKSON 425 S HOME AV 3E OAK PARK, IL 60302

16-07-323-043-1028 LAURA ROBIN STERN 425 S HOME AVE 3H OAK PK, IL 60302

16-07-323-045-1001 ZENO J S JACQUAT-1 A 1005 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-045-1004 LUCA C CORTINOVIS 1005 WASHINGTON BLVD2B OAK PARK, IL 60302

16-07-323-047-1003 EVELYN J COLEMAN 413 S HOME 2B OAK PARK, IL 60302

16-07-323-047-1006 TONY BENJAMIN 413 HOME AVE APT3B CHICAGO, IL 60302 16-07-323-047-1007 SHRIRANG ABHYANKAR 413 HOME AVE 3C OAK PARK, IL 60302

16-07-323-047-1010 DOROTHY I JACKSON 413 S HOME AV 4C OAK PARK, IL 60302

16-07-323-048-1002 MARGARITA MOSIER 405 S HOME AVE #102 OAK PARK, IL 60302

16-07-323-048-1005 MICHAEL R WILLIS 600 S TAYLOR AVE OAK PARK, IL 60304

16-07-323-048-1008 JOAN MARIE MOSS 405 S HOME #201 OAK PARK, IL 60302

16-07-323-048-1011 MARVIN E MORENO 239 N MILL RD 103A ADDISON, IL 60101

16-07-323-048-1014 RASMUSSEN VOGEL 405 HOME AVE #207 OAK PARK, IL 60302

16-07-323-048-1017 B MATARZHUK L DMYTRO 405 S HOME #303 OAK PARK, IL 60302

16-07-323-048-1020 RICH MARGARET WILLIS 600 S TAYLOR AVE OAK PARK, IL 60304

16-07-323-049-1001 C L KADLEC 1045 N EUCLID AV OAK PARK, IL 60302 16-07-323-047-1008 DIEGO ANDRES DI BELLA 413 HOME AVE #4A OAK PARK, IL 60302

16-07-323-048-1003 K GASIUNAS 336 S KENILWORTH 2 OAK PARK, IL 60302

16-07-323-048-1006 GLENDA DRUNGOLE 405 S HOME 106 OAK PARK, IL 60302

16-07-323-048-1009 ROSE BARRACO 405 S HOME AV #202 OAK PARK, IL 60302

16-07-323-048-1012 MICHAEL WILLIS 405 HOME AVE APT 205 OAK PARK, IL 60302

16-07-323-048-1015 ROBERT T RHOTEN 604 HANNAH AVE FOREST PARK, IL 60130

16-07-323-048-1018 K GOMORCZAK 405 S HOME AVE 304 OAK PARK, IL 60302

16-07-323-048-1021 LIAN CAI 405 HOME AVE UNIT 307 OAK PARK, IL 60302

16-07-323-049-1002 BRIAN A WARD 1019 WASHINGTON BLVD10 OAK PARK, IL 60302 16-07-323-047-1009 JOANN LEWANDOWSKI 413 S HOME #4-B OAK PARK, IL 60302

16-07-323-048-1001 WILLIAM C SHERMAN 405 S HOME AV OAK PARK, IL 60302

16-07-323-048-1004 MARIA RZASA 405 S HOME 104 OAK PARK, IL 60302

16-07-323-048-1007 KRYSTYNA PANEK 405 S HOME AVE 107 OAK PARK, IL 60302

16-07-323-048-1010 ADRIANE VALENTIN 1020 WASHINGTON BLVD OAK PK, IL 60302

16-07-323-048-1013 RICH MARGARET WILLIS 600 S TAYLOR AV OAK PARK, IL 60304

16-07-323-048-1016 LIAN CAI 405 S HOME AVE #302 OAK PARK, IL 60302

16-07-323-048-1019 SAMIA ATGAZZAR 405 S HOME AV 305 OAK PARK, IL 60302

16-07-323-049-1003 CHRISTOPHER A ROBINSON 1019 WASHHINGTON BLVD OAK PARK, IL 60302 16-07-323-049-1004 OLGA TOPITGES 1019 WASHINGTON 2B OAK PARK, IL 60302

16-07-323-049-1007 ZUBEIR HAROUN 1021 WASHINGTON 101 OAK PARK, IL 60302

16-07-323-049-1010 MAUREEN STEINDER 1636 N 75TH COURT ELMWOOD, IL 60707

16-07-323-049-1013 STEVEN GERITANO 1023 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1016 JAGGEN L FARWELL 202 1023 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1019 R AUGSPURGER 1025 W WASHINGTON G OAK PARK, IL 60302

16-07-323-049-1022 THOMAS A WETTSTAEDT 1025 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1025 FANCHEN LI 1025 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1028 HEIDI R ADAMS 201 1027 W WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1031 TYROWE WIDEMAN 1027 W WASHINGTON OAK PARK, IL 60302 16-07-323-049-1005 C ROGERS M DARDIS 1019 W WASHINGTON 301A OAK PARK, IL 60302

16-07-323-049-1008 NANCY OBRIEN 1021 W WASHINGTON 102 OAK PARK, IL 60302

16-07-323-049-1011 JEFFREY HARDY 1021 WASHINGTON BLVD30 OAK PARK, IL 60302

16-07-323-049-1014 BDSSCOPW LLC 330 N EASE AV OAK PARK, IL 60302

16-07-323-049-1017 KAORU KOKUNE 1023 W WASHINGTON 301 OAK PARK, IL 60302

16-07-323-049-1020 ELLIOTT SETH TRAVIS 1025 WASHINGTON 101 OAK PARK, IL 60302

16-07-323-049-1023 A D MOSBY 1025 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1026 MICHAEL J TOMASELLI 1027 W WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1029 ANN E WILLIAMS 1027 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1032 JUNKO YOSHIDA 1029 W WASHINGTON 101 OAK PARK, IL 60302 16-07-323-049-1006 ROBIN R ROBINSON 1019 W WASHINGTON #302 OAK PARK, IL 60302

16-07-323-049-1009 KAY M GRAY 1021 WASHINGTON 201 OAK PARK, IL 60302

16-07-323-049-1012 ELOISE SHUMPERT 1021 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1015 KRISTA KONECKI 933 DIVISION ST OAK PARK, IL 60302

16-07-323-049-1018 ELIZABETH A MAREK 1023 W WASHINGTON #302 OAK PARK, IL 60302

16-07-323-049-1021 DOROTHY BRADY 1025 WASHINGTON 1B OAK PARK, IL 60302

16-07-323-049-1024 CHRISTIAN LIMJOCO 1025 W WASHINGTON #301 OAK PK, IL 60302

16-07-323-049-1027 PATRICIA MORROW 1027 W WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1030 BERNARD BRYAN 3A 1027 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1033 BERNARD NORWOOD 1115 EDMER AVE OAK PARK, IL 60302 16-07-323-049-1034 ANNA CLARE MCDERMOTT 1029 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-049-1037 ANITA P BAIRD 302 1029 WASHINGTON BLVD OAK PARK, IL 60302

16-07-323-050-1002 CAROL J DAWE 439 HOME AVE 1S OAK PARK, IL 60302

16-07-323-050-1005 FAN ZHANG 437 HOME #3N OAK PK, IL 60302

16-07-323-062-0000 STEVEN M. EDWARDS 1030 MADISON ST. OAK PARK, IL 60302

16-07-323-065-0000 KIARIE 1024 MADISON ST OAK PARK, IL 60302

16-07-323-068-0000 MICHAEL LINTVELT 1028 ALEXANDER LN OAK PARK, IL 60302

16-07-323-071-0000 NISHANT SRINIVASAN 1029 BALDWIN LN OAK PARK, IL 60302

16-07-323-074-0000 RAYMOND J LAMPLEY 1030 BALDWIN LANE OAK PARK, IL 60302

16-07-323-077-0000 LESLIE SANCHEZ 424 PENNSYLVANIA WAY OAK PARK, IL 60302 16-07-323-049-1035 JOAN BUFALINO 1029 WASHNGTN BLVD 202 OAK PARK, IL 60302

16-07-323-050-1003 SCOTT DIXON 100 CHIPPOAKS DR CHAPEL HILL, NC 27514

16-07-323-050-1006 ANNE MERRITT 439 S HOME AV 3 OAK PARK, IL 60302

16-07-323-063-0000 DAVID L DORIA 1028 MADISON ST OAK PARK, IL 60302

16-07-323-066-0000 KARL FRANTZ 1032 ALEXANDER LN OAK PARK, IL 60302

16-07-323-069-0000 YONGFANG ZHU 543 ASHLAND AVE RIVER FOREST, IL 60305

16-07-323-072-0000 YUANCHAO LUAN 1026 BALDWIN LN OAK PARK, IL 60302

16-07-323-075-0000 RENEE HARTZ 1032 BALDWIN LN OAK PARK, IL 60302

16-07-323-078-0000 DANIEL R BOURGEOIS 422 PENNSYLVANIA WAY OAK PARK, IL 60302 16-07-323-049-1036 CHRISTY MOCH 1029 WASHINGTON 301 OAK PARK, IL 60302

16-07-323-050-1001 DONALD MARY MCVICKER 437 S HOME AV 1N OAK PARK, IL 60302

16-07-323-050-1004 MELISSA FONTANA 439 HOME AVE #2S OAK PARK, IL 60302

16-07-323-064-0000 KELLER ZIMMERMAN 1026 MADISON ST OAK PARK, IL 60302

16-07-323-067-0000 DAVID EBLEN 1302 SHELLBARK COURT WASHINGTON, IL 61571

16-07-323-070-0000 SAJAN TIN THOMAS 1031 BALDWIN LN OAK PARK, IL 60302

16-07-323-073-0000 ANDREW B ROHR 1028 BALDWIN LN OAK PARK, IL 60302

16-07-323-076-0000 SCHWARTZERS VITALE 426 PENNSYLVANIA WAY OAK PARK, IL 60302

16-07-323-079-0000 MARY CATHERINE SMITH 420 PENNSYLVANIA WAY OAK PARK, IL 60302 16-07-323-080-0000 FAIR LEE 1033 LINCOLN TRAIL OAK PARK, IL 60302

16-07-323-083-0000 D J HIRSEN 1027 LINCOLN TRAIL OAK PARK, IL 60302

16-07-323-086-0000 MAN HAN 1023 LINCOLN TRAIL OAK PARK, IL 60302

16-07-323-089-0000 A COFFMAN J WEBER 1017 LINCOLN TRL OAK PARK, IL 60302

16-07-323-092-0000 PHILIP BURTON 1016 BALDWIN LN OAK PARK, IL 60302

16-07-323-095-0000 BRENDAN JACKSITS 425 CHESTNUT LN BLDG 1 OAK PARK, IL 60302

16-07-323-098-0000 ROBERT WALSH 1026 BALDWIN LN OAK PARK, IL 60302

16-07-323-101-0000 CURTIS L BOLDEN 1020 MADISON ST OAK PARK, IL 60302

16-07-323-104-0000 JULIA TATE 1022 ALEXANDER LN OAK PK, IL 60302

16-07-323-107-0000 KATHERINE WASSON 1015 BALDWIN LN 10 OAK PARK, IL 60302 16-07-323-081-0000 KARLA DAVIS 1031 LINCOLN TRL OAK PARK, IL 60302

16-07-323-084-0000 JEFFREY SWANO 1024 BALDWIN LN OAK PARK, IL 60302

16-07-323-087-0000 MICHAEL J STAWARSKI 1021 LINCOLN TRL OAK PARK, IL 60302

16-07-323-090-0000 EDWIN HARRIS 1020 BALDWIN LN OAK PARK, IL 60302

16-07-323-093-0000 S R JONES 1014 BALDWIN LN OAK PARK, IL 60302

16-07-323-096-0000 RICHARD R FLOERSCH 423 CHESTNUT LN OAK PARK, IL 60302

16-07-323-099-0000 IRVIN TASHA BROWN 1016 MADISON ST OAK PARK, IL 60302

16-07-323-102-0000 PAT DERRICK JOHNSON 1022 MADISON OAK PARK, IL 60302

16-07-323-105-0000 SUN HAO 1020 ALEXANDER LN OAK PK, IL 60302

16-07-323-108-0000 B L A C BOUILLETTE 1019 BALDWIN LN #9 OAK PARK, IL 60302 16-07-323-082-0000 LYNNE C FOSTER 1029 LINCOLN TRAIL OAK PARK, IL 60302

16-07-323-085-0000 F A HUGHES 1022 BALDWIN LN OAK PARK, IL 60302

16-07-323-088-0000 JOSEPH W LIEDTKE 1019 LINCOLN TRL OAK PARK, IL 60302

16-07-323-091-0000 DONNA DAGUANNO 1018 BALDWIN LN OAK PARK, IL 60302

16-07-323-094-0000 PATRICIA A RUSH 427 CHESTNUT LN OAK PARK, IL 60302

16-07-323-097-0000 Q 421 CHESTNUT LN OAK PARK, IL 60302

16-07-323-100-0000 MARK KOHLRUS R CHEN 1018 MADISON ST OAK PK, IL 60302

16-07-323-103-0000 AKASH GARG 1024 ALEXANDER LN OAK PARK, IL 60302

16-07-323-106-0000 K W KANG 8 1018 ALEXANDER LN OAK PARK, IL 60302

16-07-323-109-0000 1020 MADISON LLC 2980 RIVER ROAD DES PLAINES, IL 60018 16-07-324-001-0000 DAN STARK 400 HOME AVENUE OAK PARK, IL 60302

16-07-324-015-0000 DAVID G STROM 122 S MICHIGAN #1220 CHICAGO, IL 60603

16-07-324-018-0000 TRACEY L WIK S FORD 417 S CLINTON AV OAK PARK, IL 60302

16-07-324-021-0000 STEPHEN MURPHY 431 S CLINTON OAK PARK, IL 60302

16-07-324-024-0000 VILLAGE OF OAK PARK 123 MADISON ST OAK PARK, IL 60302

16-07-324-033-1003 ELIZABETH CHAVATAL 420 S HOME AVE 103N OAK PK, IL 60302

16-07-324-033-1006 DAN DEGRUIN 420 HOME AVE #106N OAK PARK, IL 60302

16-07-324-033-1009 ASHLEY KANNAN 420 HOME AV 110 OAK PARK, IL 60302

16-07-324-033-1012 GLENDA L CLARK 420 HOME AV OAK PARK, IL 60302 16-07-324-002-0000 DAN STARK 400 HOME AVENUE OAK PARK, IL 60302

16-07-324-016-0000 DAVID G STROM ESQ 122 S MICHIGAN AV 1220 CHICAGO, IL 60603

16-07-324-019-0000 RENE HA ADRIAN 421 S CLINTON OAK PARK, IL 60302

16-07-324-022-0000 VERNICE HASKINS 433 S CLINTON OAK PARK, IL 60302

16-07-324-031-0000 MARIA ARMSTRONG 404 S HOME AVE OAK PARK, IL 60302

16-07-324-033-1001 CARMICHAEL WASHINGTON 420 S HOME AV 101N OAK PARK, IL 60302

16-07-324-033-1004 DEFFIE WYNN 420 HOME AV 104N OAK PARK, IL 60302

16-07-324-033-1007 LAURA RIZZARDINE 420 S HOME AV 107N OAK PARK, IL 60302

16-07-324-033-1010 BEATRICE RIVERA 420 S HOME AV 201N OAK PARK, IL 60302

16-07-324-033-1013 DONALD S CHILDS 420 S HOME AVE 204N OAK PARK, IL 60302 16-07-324-005-0000 STEPHEN A BARY II 408 HOME AVE OAK PARK, IL 60302

16-07-324-017-0000 DAVID G STROM 122 S MICHIGAN 1220 CHICAGO, IL 60603

16-07-324-020-0000 RANDALL W SMITH 425 S CLINTON OAK PARK, IL 60302

16-07-324-023-0000 MIGUEL FUENTES SALGADO 1744 N 38TH ST STONE PARK, IL 60165

16-07-324-032-0000 TAXPAYER 970 MADISON STREET OAK PARK, IL 60302

16-07-324-033-1002 OAK PARK PLACE L.L.C. 420-430 S HOME OAK PARK, IL 60302

16-07-324-033-1005 DAPHNE M HAMBY 420 HOME AVE APT 105N OAK PARK, IL 60302

16-07-324-033-1008 MARYCELIE PORRATA 420 HOME AVE #109N OAK PARK, IL 60302

16-07-324-033-1011 OAK PARK PLACE L.L.C. 420-430 S HOME OAK PARK, IL 60302

16-07-324-033-1014 COLIN A BOGAN 2716 WHITCHURCH ST NAPERVILLE, IL 60564 16-07-324-033-1015 CHARLOTTE MCPHERSON 1003 N MAPLETON OAK PARK, IL 60302

16-07-324-033-1018 CAROLL D BUNTON 420 S HOME 209N OAK PARK, IL 60302

16-07-324-033-1021 CHRISTIAN JACKSON 238 LENOX AVE ALBANY, NY 12208

16-07-324-033-1024 AUDREY VIRGO 420 S HOME AVE 305N OAK PARK, IL 60302

16-07-324-033-1027 MINJA MARKUS 420 HOME AVE 308N OAK PARK, IL 60302

16-07-324-033-1030 ROCHELLE GARDNER 430 S HOME AV #101 S OAK PARK, IL 60302

16-07-324-033-1033 DIANNA LAWRENCE 430 HOME AV 104 S OAK PARK, IL 60302

16-07-324-033-1036 SZYMANIAK HALINA 430 S HOME AV #107S OAK PARK, IL 60302

16-07-324-033-1039 DEANNA FRASSON 430 HOME AV 110 S OAK PARK, IL 60302

16-07-324-033-1042 RIGEN MO XUEMEI YU 430 S HOME AVE #203S OAK PARK, IL 60302 16-07-324-033-1016 YU FAN PO BOX 166478 CHICAGO, IL 60616

16-07-324-033-1019 SUMAYYAH F BAIG 420 HOME AVE APT 210N OAK PARK, IL 60302

16-07-324-033-1022 CARMENCITA JOHNSON 420 S HOME AV 303N OAK PARK, IL 60302

16-07-324-033-1025 K GOUDIS 420 S HOME #306N OAK PARK, IL 60302

16-07-324-033-1028 DORIS WOHLGEMUTH 5060 N MARINE DR #C3 CHICAGO, IL 60640

16-07-324-033-1031 STANLEY GRUSZECZKI 430 HOME AVE 102S OAK PARK, IL 60302

16-07-324-033-1034 NGOZI CHUK EZIKE 814 HILLBERRY CT LA GRANGE, IL 60525

16-07-324-033-1037 KANKAKEE FED SVGS BK 430 HOME AV 108 S OAK PARK, IL 60302

16-07-324-033-1040 JENNIFER CAMACHO CATRA 430 HOME AVE #201S OAK PARK, IL 60302

16-07-324-033-1043 BEATRIZ L MENACHO 9034 PIMPERNEL DR SAN DIEGO, CA 92129 16-07-324-033-1017 PATRICE HOUSTON 1219 PANINI HENDERSON, NV 89052

16-07-324-033-1020 CLAUDIA MORENO 420 S HOME OAK PARK, IL 60302

16-07-324-033-1023 TRUNG D NGUYEN 420 S HOME 304N OAK PK, IL 60302

16-07-324-033-1026 MARY MARYLAND 420 HOME AV 307 N OAK PARK, IL 60302

16-07-324-033-1029 JOSEPH R STEWART 420 N HOME AV 310 OAK PARK, IL 60302

16-07-324-033-1032 KARIME JIMENEZ 430 HOME AV 103S OAK PARK, IL 60302

16-07-324-033-1035 JANET M HAY 6040 W PATTERSON CHICAGO, IL 60634

16-07-324-033-1038 JOY CHRISTOPHER 430 S HOME AV 109S OAK PARK, IL 60302

16-07-324-033-1041 AASIM H MERCHANT 3851 BELLEAIRE DR DOWNERS GRV, IL 60515

16-07-324-033-1044 EVELYN D RICHARDSON 430 S HOME 205S OAK PARK, IL 60302 16-07-324-033-1045 PHYLLIS J VELEZ 430 S HOME AV #206 OAK PARK, IL 60302

16-07-324-033-1048 MARCIA A TAYLOR 430 HOME AV 209 S OAK PARK, IL 60302

16-07-324-033-1051 BRIAN A KALAL 430 HOME AVE 302S OAK PARK, IL 60302

16-07-324-033-1054 CHRISTOPHER THOMAS 430 HOME AV 305 S OAK PARK, IL 60302

16-07-324-033-1057 LUIS PALACIO 3942 N CLARENDON AVE3N CHICAGO, IL 60613

16-07-325-003-0000 JESSE W HATHAWAY 412 CLINTON AVE OAK PARK, IL 60302

16-07-325-006-0000 C RODRIGUEZNELSON 426 CLINTON AVE OAK PARK, IL 60302

16-07-325-009-0000 WOLIN LEVIN INC 261 1740 E 55TH ST CHICAGO, IL 60615

16-07-325-018-0000 NATL SHOPPING PLAZAS 200 W MADISON ST #4200 CHICAGO, IL 60606 16-07-324-033-1046 TRENA F GRADY 430 S HOME 2075 OAK PARK, IL 60302

16-07-324-033-1049 DAVID MEI EREAN MEI 249 SOUTH BLVD APT 2E OAK PARK, IL 60302

16-07-324-033-1052 DALI SAMPADA 430 HOME AVE 303 S OAK PARK, IL 60302

16-07-324-033-1055 ROHIT NARINGREKAR 430 S HOME AVE #303S OAK PARK, IL 60302

16-07-324-033-1058 MELLISSA SEMP 430 HOME AV 309 S OAK PARK, IL 60302

16-07-325-001-0000 LOYOLA UNIV MED CENTER 2160 S FIRST AVE MAYWOOD, IL 60153

16-07-325-004-0000 KIBBLESMITH TRUST 420 S CLINTON AV OAK PARK, IL 60302

16-07-325-007-0000 MARSHALL BROWN 428 CLINTON OAK PARK, IL 60302

16-07-325-010-0000 MICHAEL MARSHALL 409 S KENILWORTH OAK PARK, IL 60302

16-07-325-019-0000 NATL SHOPPING PLAZAS 200 W MADISON ST #4200 CHICAGO, IL 60606 16-07-324-033-1047 G H WALKES 430 S HOME OAK PARK, IL 60302

16-07-324-033-1050 MARILYN AVERY 430 S HOME UNIT 301 OAK PARK, IL 60302

16-07-324-033-1053 MARISSA MARTINEZ 904 N 21ST AVE MELROSE PARK, IL 60160

16-07-324-033-1056 REGINA EARNEST 430 HOME AVE #307S OAK PARK, IL 60302

16-07-324-033-1059 MAUREEN OROURKE 430 HOME AV 310 S OAK PARK, IL 60302

16-07-325-002-0000 LOFTIS HOMES OF ILLINO 1655 S BLUE ISLAND AVE CHICAGO, IL 60608

16-07-325-005-0000 DAVID MONTGOMERY 422 S CLINTON AVE OAK PARK, IL 60302

16-07-325-008-0000 ALEXANDER CUE PO BOX 1416 OAK PARK, IL 60304

16-07-325-014-0000 JOSEPH RUGGIRELLO 415 S EUCLID OAK PARK, IL 60302

16-07-325-020-0000 GERALDINE MCLAUCHLAN 125 LAKEVIEW DR #514 BLOOMINGDALE, IL 60108 16-07-325-021-0000 NATL SHOPPING PLAZAS 200 W MADISON ST #4200 CHICAGO, IL 60606

16-07-325-023-1001 SANDRA RYAN 417 S KENILWORTH AV 1 OAK PARK, IL 60302

16-07-325-023-1004 ANTHONY PESCE 603 GUNDERSON OAK PARK, IL 60304

16-07-325-023-1007 LORENA PANIAGUA 417 S KENILWORTH #7 OAK PARK, IL 60302

16-07-325-024-1003 XAVIER MATESANZ 423 S KENILWORTH AV 3S OAK PARK, IL 60302

16-07-325-024-1006 MARTHA SMITH 421 S KENILWORTH AV 3N OAK PARK, IL 60302

16-07-325-024-1009 XAVIER MATESANZ 423 S KENILWORTH AV 3S OAK PARK, IL 60302

16-07-325-025-1001 KELLI MARKS 104 STONEGATE DR OSWAGO, IL 60543

16-07-325-025-1004 JULIA JOHANNPETER 433 S KENILWORTH 2S OAK PARK, IL 60302 16-07-325-022-0000 NATL SHOPPING PLAZAS 200 W MADISON ST #4200 CHICAGO, IL 60606

16-07-325-023-1002 GAD C IKEANUMBA P O BOX 463 OAK PARK, IL 60303

16-07-325-023-1005 GAD C IKEANUMBA 417 S KENILWORTH UNT#5 OAK PARK, IL 60302

16-07-325-023-1008 ELIZABETH TOWNSEND 8355 STATION VILLAGE SAN DIEGO, CA 92108

16-07-325-024-1001 ELIZABETH N CHARLETON 423 S KENILWORTH #1S OAK PARK, IL 60302

16-07-325-024-1004 STEVEN REBEKAH 421 KENILWORTH 1N OAK PARK, IL 60302

16-07-325-024-1007 LAUREN S RAPINCHUK 423 S KENILWORTH AVE2S OAK PARK, IL 60302

16-07-325-024-1010 MARTHA SMITH 421 S KENILWORTH 3N OAK PARK, IL 60302

16-07-325-025-1002 STEVEN JULIE SACKS 431 S KENILWORTH AVE 2 OAK PARK, IL 60302

16-07-325-026-0000 ANNA PASSADORI 413 S KENILWORTH 1 OAK PARK, IL 60302 16-07-325-023-1003 JOHN L GREEN 417 S KENILWORTH #3 OAK PAEK, IL 60302

16-07-325-023-1006 GERALDINE SLASKI 7949 W BIRCHDALE AVE ELMWOOD PARK, IL 60707

16-07-325-023-1009 PAK FUNG 110 HALEIGH DRIVE ENERGY, IL 62933

16-07-325-024-1002 LAUREN S RAPINCHUK 423 S KENILWORTH AVE2S OAK PARK, IL 60302

16-07-325-024-1005 DONNA M MURPHY 2N 421 S KENILWORTH OAK PARK, IL 60302

16-07-325-024-1008 ELIZABETH N CHARLETON 423 S KENILWORTH #1S OAK PARK, IL 60302

16-07-325-025-1003 ELIZABETH FOTOPOULOS 57 SHERIDAN AVE CLARENDON HL, IL 60514

16-07-325-027-0000 MICHAEL BERTI 413 KENILWORTH 2 OAK PARK, IL 60302 16-07-325-028-0000 S MIRES 413 S KENILWORTH OAK PARK, IL 60302

16-07-325-031-0000 JYLE BURKHARDT 429 S KENILWORTH AV #1 OAK PARK, IL 60302

16-07-325-034-0000 JOHN KEANE 429 KENILWORTH 4 OAK PARK, IL 60302

16-07-326-002-0000 MARSHA F BOLING 9610 SARAGOSSA ST CLERMONT, FL 34711

16-07-326-007-0000 JESSE HATHAWAY 434 S KENILWORTH AV OAK PARK, IL 60302

16-07-326-012-0000 CONSTANTINE DUSSIAS 421 S GROVE AVE OAK PARK, IL 60302

16-07-326-015-0000 MARGARET K HARTMANN 1154 S PLYMOUTH CT CHICAGO, IL 60605

16-07-326-019-0000 LEONA S PIZZERIA 3931 S LEAVITT CHICAGO, IL 60609

16-07-326-024-1002 DENNIS HALFPENNY 1731 HOWARD ST ST CHARLES, IL 60174

16-07-326-024-1005 LYNN HALFPENNY 401 S GROVE AV 1B OAK PARK, IL 60302 16-07-325-029-0000 CAROLYN HAGNER 413S KENILWORTH AVE #4 OAK PARK, IL 60302

16-07-325-032-0000 GEORGIANN PIKOSZ 429 KENILWORTH #2 OAK PARK, IL 60302

16-07-325-035-0000 JULIE N TRAJKOSKI 429 S KENILWORTH #5 OAK PARK, IL 60302

16-07-326-005-0000 WILLIAM R HENNING 428 S KENILWORTH AVE OAK PARK, IL 60302

16-07-326-010-0000 SEAN P OSHEA 413 S GROVE AV OAK PARK, IL 60302

16-07-326-013-0000 ZIECH ZIECH 425 S GROVE AVE OAK PARK, IL 60302

16-07-326-017-0000 ESTEBAN LINAREZ 850 MADISON STREET OAK PARK, IL 60302

16-07-326-020-0000 THOMAS ARNOLD 935 WILLIAM RIVER FOREST, IL 60305

16-07-326-024-1003 Z FINANCIAL IL G LLC 100 TANGLEWOOD DR FREEPORT, IL 61032

16-07-326-024-1006 HELEN L HUFFMAN 401 S GROVE 2B OAK PARK, IL 60302 16-07-325-030-0000 AIMEE UY 413 KENILWORTH #5 OAK PARK, IL 60302

16-07-325-033-0000 BEN HAMMOND 429 S KENILWORTH #3 OAK PARK, IL 60302

16-07-326-001-0000 FRIGGA WEILANDT 4521 N BEACON STREET CHICAGO, IL 60640

16-07-326-006-0000 KRISTIN E MARTIN 430 S KENILWORTH OAK PARK, IL 60302

16-07-326-011-0000 MELISSA MICKELBERRY 417 S GROVE AV OAK PARK, IL 60302

16-07-326-014-0000 LIVINGSTON VALENTINE 431 S GROVE AVE OAK PK, IL 60302

16-07-326-018-0000 LEONAS PIZZERIA 3931 S LEVITT CHICAGO, IL 60609

16-07-326-024-1001 DAVID L LEE 401 S GROVE AVE OAK PARK, IL 60302

16-07-326-024-1004 MARY SIERADZKA 401 S GROVE #3A OAK PARK, IL 60302

16-07-326-024-1007 TRICIA M ROSSI 401 S GROVE AV #3B OAK PARK, IL 60302 16-07-326-024-1008 NORA MOY FONG 401 S GROVE 1C OAK PARK, IL 60302

16-07-326-024-1011 STARKS FELICIA 401 S GROVE 1D OAK PARK, IL 60302

16-07-326-024-1014 CRAIG WM BRICKELL 401 S GROVE AV 1-E OAK PARK, IL 60302

16-07-326-024-1017 SUE P MOY 401 S GROVE AV 1F OAK PARK, IL 60302

16-07-326-024-1020 HEMANT BRAHMBHATT 401 S GROVE AVE #1G OAKPARK, IL 60302

16-07-326-024-1023 CHRISTOPHER ALIOTO 401 S GROVE #1H OAK PK, IL 60302

16-07-326-025-1003 SILVIA DENISE EDWARDS 420 S KENILWORTH #3 OAK PARK, IL 60302

16-07-326-025-1006 PEGGY A GRAHAM 11735 RIVER TERRACE LN HUNTLEY, IL 60142

16-07-326-025-1009 TYRINA L NASH 420 S KENILWORTH AVE 9 OAK PARK, IL 60302 16-07-326-024-1009 ANNE M KOSS 401 S GROVE AVE 2C OAK PARK, IL 60302

16-07-326-024-1012 PATRICIA MORTENSEN 401 S GROVE AVE #2D OAK PARK, IL 60302

16-07-326-024-1015 DIANNE R GHERTNER 401 S GROVE AV 2E OAK PARK, IL 60302

16-07-326-024-1018 CHRISTINE BLANCHARD 401 S GROVE AVE #2F OAK PARK, IL 60302

16-07-326-024-1021 LYNDSEY ANTON 401 S GROVE AVE #2G OAK PARK, IL 60302

16-07-326-024-1024 ROMULO SANTOS 401 S GROVE AVE 2H OAK PARK, IL 60302

16-07-326-025-1001 GEORGE K MCGREGOR JR 420 S KENILWORTH AV #1 OAK PARK, IL 60302

16-07-326-025-1004 TAXPAYER OF 420 S KENILWORTH 4 OAK PARK, IL 60302

16-07-326-025-1007 ALEXANDER L BEDNARKE 420 S KENILWORTH #7 OAK PARK, IL 60302

16-07-326-025-1010 GEORGE K MC GREGOR 420 S KENILWORTH OAK PARK, IL 60302 16-07-326-024-1010 SHARON POUGH 401 S GROVE AV 3C OAK PARK, IL 60302

16-07-326-024-1013 W C GUENTHER 401 S GROVE #3D OAK PARK, IL 60302

16-07-326-024-1016 JOVITA DALY 1746 SHAW WOODS DR ROCKFORD, IL 61107

16-07-326-024-1019 HEMANT BRAHMBHATT 401 S GROVE AVE #1G OAK PARK, IL 60302

16-07-326-024-1022 J DALY 401 S GROVE AVE 3G OAK PK, IL 60302

16-07-326-024-1025 GARY HIBBARD 106 N PROSPECT PARK RIDGE, IL 60068

16-07-326-025-1002 OSVALDO DE SANTIAGO 420 S KENILWORTH #2 OAK PARK, IL 60302

16-07-326-025-1005 GREG MC GOWAN 420 S KENILWORTH OAK PARK, IL 60302

16-07-326-025-1008 JOHN ROBERTSON 420 S KENILWORTH AV OAK PARK, IL 60302

16-07-326-025-1011 EL HASSANE BENTEFOUR 55 WAVERLY RD HAVERTOWN, PA 19083 16-07-326-025-1012 MARIA T ZAJAC 420 S KENILWORTH 12 OAK PARK, IL 60302

16-07-326-025-1015 SHEILA VOISSEM 420 S KENILWORTH #15 OAK PARK, IL 60302

16-07-326-025-1018 LILLIE MAE GRAYER 420 S KENILWORTH OAK PARK, IL 60302

16-07-326-026-1002 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-07-326-026-1005 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-07-326-026-1008 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-07-326-026-1011 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-18-102-019-0000 OAK PARK HOSPITAL 520 S MAPLE AV OAK PARK, IL 60304

16-18-102-022-0000 OAK PARK HOSPITAL 520 S MAPLE AV OAK PARK, IL 60304 16-07-326-025-1013 MARSHELLE SAMUELS 420 S KENILWORTH 13 OAK PARK, IL 60302

16-07-326-025-1016 BRENDA A SAULS 420 S KENILWORTH AVE OAK PARK, IL 60302

16-07-326-026-1003 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-07-326-026-1006 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-07-326-026-1009 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-07-326-026-1012 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-18-102-017-0000 TAXPAYER 513 WENONAH AVE OAK PARK, IL 60304

16-18-102-020-0000 TAXPAYER 529 WENONAH AVE OAK PARK, IL 60304

16-18-102-023-0000 RUSH OAK PARK HOSPITAL 520 S MAPLE AVE OAK PARK, IL 60304 16-07-326-025-1014 LORETTA OWENS 420 S KENILWORTH 14 OAK PARK, IL 60302

16-07-326-025-1017 NATHANIEL FAULKNER 420 S KENILWORTH 17 OAK PARK, IL 60302

16-07-326-026-1001 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-07-326-026-1004 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-07-326-026-1007 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-07-326-026-1010 CTLTC NS 05 8984 10 S LASALLE ST #2750 CHICAGO, IL 60603

16-07-326-026-1013 BRIDGET OPTHOTL 854 MADISON #3 OAK PARK, IL 60302

16-18-102-018-0000 OAK PARK HOSPITAL 520 S MAPLE OAK PARK, IL 60304

16-18-102-021-0000 OAK PARK HOSPITAL 520 S MAPLE AV OAK PARK, IL 60304

16-18-102-024-0000 BELMONT VILLAGE P O BOX 4900 #200 SCOTTSDALE, AZ 85261 16-18-103-001-0000 CURRENT OWNER TAXPAYER 1015 MADISON ST OAK PARK, IL 60302

16-18-103-004-0000 RAMEZAN BEIKZADEH PO BOX 1006 OAK PARK, IL 60304

16-18-103-007-0000 LBS MANAGEMENT LLC 721 ONTARIO ST 212 OAK PARK, IL 60302

16-18-103-011-0000 RYAN BEACOM 524 S WENONAH OAK PARK, IL 60304

16-18-103-014-0000 JOHN LILLIS P O BOX 1186 OAK PARK, IL 60304

16-18-103-017-0000 R P WHITEHOUSE 525 HOME OAK PARK, IL 60304

16-18-103-020-0000 MICHAEL A BERGER 535 S HOME AV OAK PARK, IL 60304

16-18-103-021-1002 HEIDI ANN PACE 512 S WENONAH 2N OAK PARK, IL 60304

16-18-103-021-1005 JANE STANSELL 514 S WENONAH AV OAK PARK, IL 60304

16-18-104-002-0000 JAMES E MORRIS 512 HOME AVE OAK PARK, IL 60304 16-18-103-002-0000 CURRENT OWNER TAXPAYER 1015 MADISON ST OAK PARK, IL 60302

16-18-103-005-0000 GINO LUCHETTI 1009 W MADISON OAK PARK, IL 60302

16-18-103-009-0000 MICHAEL G BELANGER 516 WENONAH AV OAK PARK, IL 60304

16-18-103-012-0000 M A K CHESTA 4902 N ROCKWELL CHICAGO, IL 60625

16-18-103-015-0000 HD COLLIER/ W SHERMAN 515 S HOME AV OAK PARK, IL 60304

16-18-103-018-0000 KAROLY CSICSAI 529 HOME AVE OAK PARK, IL 60304

16-18-106-019-0000 TAXPAYER 851 MADISON ST OAK PARK, IL 60302

16-18-103-021-1003 JAMES E WHITE JR 512 WENONAH #3N OAK PARK, IL 60304

16-18-103-021-1006 MARK WENDY DUMONSKI 514 S WENONAH AVE #3S OAK PARK, IL 60304

16-18-104-003-0000 BRETT WILLIAMS L HOL 518 HOME AVENUE OAK PARK, IL 60304 16-18-103-003-0000 TAXPAYER OF 1015 MADISON ST OAK PARK, IL 60302

16-18-103-006-0000 ELIZABETH ZALUBA 5901 N ST LOUIS AVE CHICAGO, IL 60659

16-18-103-010-0000 PAUL R KRESSIN 520 WENONAH AV OAK PARK, IL 60304

16-18-103-013-0000 K T SANDSCHAFER 532 WENONAH OAK PARK, IL 60304

16-18-103-016-0000 A LUBERTOZZI H MARTC 521 HOME AVE OAK PARK, IL 60304

16-18-103-019-0000 DENNIS GRAYSON 533 HOME AV OAK PARK, IL 60304

16-18-103-021-1001 MARTIN KOLAR 512 S WENONAH 1N OAK PARK, IL 60304

16-18-103-021-1004 LIDIYA MOLITOR 514 WENONAH AVE APT 1S OAK PARK, IL 60304

16-18-104-001-0000 TAXPAYER OF 500 MADISON AVE CHICAGO, IL 60661

16-18-104-004-0000 K KAWAMURA 522 S HOME OAK PARK, IL 60304 16-18-104-005-0000 JUDITH HANNA 530 S HOME AV OAK PARK, IL 60304

16-18-104-010-0000 RONALD ANDERSON 515 CLINTON AV OAK PARK, IL 60304

16-18-104-013-0000 M LUPTAK R BARBATO 525 S CLINTON AV OAK PARK, IL 60304

16-18-104-016-0000 KIRK PETERSON 533 CLINTON AVE OAK PARK, IL 60304

16-18-105-002-0000 RONALD GRIMAUD 504 CLINTON OAK PARK, IL 60304

16-18-105-005-0000 ALEXANDER NIED 514 CLINTON AVE OAK PARK, IL 60304

16-18-105-008-0000 C CARMODY 524 S CLINTON AVE OAK PARK, IL 60304

16-18-105-011-0000 MARGARET A TRYBUS 532 S CLINTON AV OAK PARK, IL 60304

16-18-105-014-0000 BRIAN ELMIGER 511 S KENILWORTH OAK PARK, IL 60304

16-18-105-017-0000 H S BIXBY 521 S KENILWORTH AVE OAK PARK, IL 60304 16-18-104-006-0000 EDWARD HATTERSLEY 534 HOME AV OAK PARK, IL 60304

16-18-104-011-0000 MICHELLE ANDERSON 519 S CLINTON AV OAK PARK, IL 60304

16-18-104-014-0000 THOMAS G MOHER 527 CLINTON AV OAK PARK, IL 60304

16-18-104-017-0000 FIRST CHICAGO2115 955 MADISON ST OAK PARK, IL 60302

16-18-105-003-0000 PERRY VIETTI 508 S CLINTON AVE OAK PK, IL 60304

16-18-105-006-0000 MIMI V D LEDEN 516 S CLINTON OAK PARK, IL 60304

16-18-105-009-0000 CRAIG R TAYLOR 526 CLINTON AVE OAK PARK, IL 60304

16-18-105-012-0000 MEV OAK PARK LLC 350 W HUBBARD ST #250 CHICAGO, IL 60654

16-18-105-015-0000 GUADALUPE M REYES 515 S KENILWORTH AV OAK PARK, IL 60304

16-18-105-018-0000 MARY JOP GRIFFIN 525 S KENILWORTH OAK PARK, IL 60304 16-18-104-009-0000 LYNN ALLEN 511 S CLINTON AV OAK PARK, IL 60304

16-18-104-012-0000 ROBERT K MARSHALL 521 CLINTON AV OAK PARK, IL 60304

16-18-104-015-0000 MARGARET S BUDZ 531 S CLINTON AV OAK PARK, IL 60304

16-18-105-001-0000 CHRISTOPHER DANIEL 500 S CLINTON OAK PARK, IL 60304

16-18-105-004-0000 RICHARD L FRYREAR 512 S CLINTON AVE OAK PARK, IL 60304

16-18-105-007-0000 MATTHEW MEYER 520 CLINTON AVE OAK PARK, IL 60304

16-18-105-010-0000 MICHAEL KAREN FARIS 530 S CLINTON AV OAK PARK, IL 60304

16-18-105-013-0000 BRIAN P NICHOLS 507 S KENILWORTH AV OAK PARK, IL 60304

16-18-105-016-0000 KAREN MARIE WARD 517 S KENILWORTH OAK PARK, IL 60304

16-18-105-019-0000 JOHN T LOWELL 529 S KENILWORTH AVE OAK PARK, IL 60304 16-18-105-020-0000 DAVID S KLEIN 533 S KENILWORTH OAK PARK, IL 60304

16-18-106-005-0000 KAREN NAGEL 514 S KENILWORTH OAK PARK, IL 60304

16-18-106-008-0000 ROBERT NORA KETCHUM 524 S KENILWORTH OAK PARK, IL 60304

16-18-106-011-0000 S MARK CAVANAGH 532 S KENILWORTH AV OAK PARK, IL 60304

16-18-106-014-0000 WILLA JULIOUS 517 S CARPENTER AV OAK PARK, IL 60304

16-18-106-017-0000 VICTORIA VON AMMON 527 CARPENTER AV OAK PARK, IL 60304

16-18-107-001-0000 MIDWEST PROP GRP OPH 520 W ERIE ST #430 CHICAGO, IL 60654

16-18-107-004-0000 BRIAN DANA FOJTIK 516 S CARPENTER OAK PK, IL 60304

16-18-107-007-0000 BENJAMIN S LINCOLN 528 CARPENTER AVE OAK PK, IL 60304

16-18-111-013-0000 ALEX JESSICA KUMAR 605 WENONAH AVE OAK PARK, IL 60304 16-18-106-003-0000 BRIAN HAVENER 508 S KENILWORTH AVE OAK PARK, IL 60304

16-18-106-006-0000 RYAN TRACEY DOYLE 518 S KENILWORTH OAK PARK, IL 60304

16-18-106-009-0000 JOSEPH TROJANOWSKI 526 S KENILWORTH OAK PK, IL 60304

16-18-106-012-0000 TOWN COUNTRY 845 W MADISON OAK PARK, IL 60302

16-18-106-015-0000 SUSAN THOMAS FLEMING 521 CARPENTER OAK PARK, IL 60304

16-18-106-018-0000 KATHERINE LYNCH 535 CARPENTER AV OAK PARK, IL 60304

16-18-107-002-0000 MIDWEST PROP GROUP OPH 520 W ERIE ST #430 CHICAGO, IL 60654

16-18-107-005-0000 D DUMAS S KISSAM 520 CARPENTER AVE OAK PARK, IL 60304

16-18-107-008-0000 MARECELLA URIBE 532 CARPENTER AVE OAK PARK, IL 60304

16-18-111-014-0000 JOHN COOPER 607 S WENONAH OAK PARK, IL 60304 16-18-106-004-0000 DIANE J MOORE 512 S KENILWORTH AV OAK PARK, IL 60304

16-18-106-007-0000 GORDON K HELLWIG 522 S KENILWORTH AV OAK PARK, IL 60304

16-18-106-010-0000 DONNELL LANGSTON 530 S KENILWORTH AVE OAK PARK, IL 60304

16-18-106-013-0000 REYNALDO VILLAGOMEZ 515 S CARPENTER AV OAK PARK, IL 60304

16-18-106-016-0000 R NORMAND 523 CARPENTER AV OAK PARK, IL 60304

16-18-106-020-0000 THREE M L PARTNERSHIP 120 W22ND STREET #300 OAK BROOK, IL 60523

16-18-107-003-0000 VINCENT L GAY 512 CARPENTER AVE OAK PARK, IL 60304

16-18-107-006-0000 DOUGLAS C DEUCHLER 524 S CARPENTER OAK PARK, IL 60304

16-18-111-012-0000 JAMES W RITTER 601 WENONAH OAK PARK, IL 60304

16-18-112-001-0000 DAVID R WINANS 602 WENONAH AV OAK PARK, IL 60304 16-18-112-002-0000 SEAN D MURRAY 604 WENONAH AVE OAK PK, IL 60304

16-18-112-013-0000 JEFFREY BEZAIR 605 S HOME AV OAK PARK, IL 60304

16-18-113-007-0000 SUTOR 601 CLINTON AVE OAK PARK, IL 60304

16-18-115-001-0000 M D ADAMS 600 S KENILWORTH AVE OAK PARK, IL 60304

ESTEBAN LINQREZ SLEEP LLC 850 MADISON ST OAK PARK, IL 60302 Attn: ESTEBAN LINAREZ

LEVEL 4 YOGA, LLC 855 MADISON ST OAK PARK, IL 60302 Attn: ADRIENNE SMITH

BODY + BRAIN HEALING CENTER 904 MADISON ST OAK PARK, IL 60302 Attn: ALENA STANKOVA

GLITTER NAIL SALON INC 912 MADISON ST OAK PARK, IL 60302 Attn: CURTISA L. DURHAM

WINDY CITY FINEST INC 934 MADISON ST OAK PARK, IL 60302 Attn: LAVON D BOYD

SHERVIN WILLIAMS 901 MADISON ST OAK PARK, IL 60302 16-18-112-003-0000 TODD GORRELL 606 WENONAH AV OAK PARK, IL 60304

16-18-112-014-0000 NICK KAIT WEIDENBACH 607 HOME OAK PARK, IL 60304

16-18-114-001-0000 DANIELLE PIERRO 600 CLINTON AV OAK PARK, IL 60304

16-18-115-011-0000 MARTHA A EKWURTZEL 601 CARPENTER AVE OAK PARK, IL 60304

FUNCTIONAL HEALTH AND WELLNESS LLC 852 MADISON ST OAK PARK, IL 60302 Attn: RYAN COOPER

ERICA'S TAILOR AND DRESS SHOP, INC. 900 MADISON ST OAK PARK, IL 60302 Attn: ERDENETSETSEG TSERENDORJ

ADORE ME HAIR STUDIO 906 MADISON ST OAK PARK, IL 60302 Attn: TRENICIA JACKSON

RADIO SHACK CORPORATION #01-6567 914 MADISON ST OAK PARK, IL 60302

ROBINSON'S #1 RIBS & SAUCE CO 940 MADISON ST OAK PARK, IL 60302 Attn: CHARLIE D. ROBINSON 16-18-112-012-0000 STEVEN MILLER 601 S HOME OAK PARK, IL 60304

16-18-113-001-0000 ROBERT J LARSON 600 S HOME AV OAK PARK, IL 60304

16-18-114-010-0000 W P MC CARTHY 601 S KENILWORTH AVE OAK PARK, IL 60304

16-18-116-001-0000 BAMSHAD MOBASHER 600 S CARPENTER OAK PARK, IL 60304

STATE FARM DERRICK A WILLIAMS INS AGCY INC 854 MADISON ST OAK PARK, IL 60302 Attn: DERRICK A. WILLIAMS

ALLEGRETTIS DRIVING ACADEMY 902 MADISON ST OAK PARK, IL 60302 Attn: MARY T. ALLEGRETTI

VETERANS SERVICES CORP 910 MADISON ST OAK PARK, IL 60302 Attn: MAHESH BIJLANI

DOLLAR TREE STORES, INC. 922 MADISON ST OAK PARK, IL 60302 Attn: GARY PHILBIN

SEAR'S PHARMACY 1003 MADISON ST OAK PARK, IL 60302 Attn: THOMAS A. RAINS

Lexington Avenue at Oak Park Tab 12 Subdivision Application March 19, 2018

Contents

- 12a. Subdivision Application*
- 12b. Plat of Subdivision*
- 12c. Plat of Easement*



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APPLICATION FOR PLAT OF SUBDIVISION

VILLAGE OF OAK PARK, ILLINOIS

Subdivision Name: LEXINGTON AVENUE AT OAK PARK

Date Filed:	Accepted by:				
YOU MUST PROVIDE THE FOLLOWING INFORMATION	N: IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA PAGES TO THE APPLICATION.				
Address/Location of Property in Question: 9	32-970 MADISON STREET, OAK PARK				
Property Identification Number(s) (PIN): 16-	07-324-024-0000 AND 16-07-324-032-0000				
Name of Property Owner(s): VILLAGE OF	F OAK PARK				
If Land Trust, name(s) of all beneficial owners: (A Certificate of Trust must be filed.)					
Name of Applicant/Contact(s): LEXINGTO					
	CEY STREET, SUITE 200, CHICAGO, IL 60614 E-mail jagenlian@lexingtonchicago.com				
	OwnerLegal Representative X_Contract PurchaserOther (Describe):				
	_Describe Request: <u>REDEVELOPMENT OF A VILLAGE</u> CHED SINGLE FAMILY HOMES IN 6 BUILDINGS				
Size of Parcel (from Plat of Survey): 0.956	Square Feet o Acre circle one)				
	tion of the Zoning Ordinance?Yes _X_No				
	to a Special Use or Planned Development?Yes X_No				
Is the subject property located within any His	storic District? Yes X No				

Is the subject property located within any Historic District?

I (we) certify that all the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

I (we) consent to the entry in or upon the premises described in this application by any authorized official of the Village of Oak Park for the purpose of securing information, posting, maintaining and removing such notices as may be required by law. **Owner's signature must be notarized**.

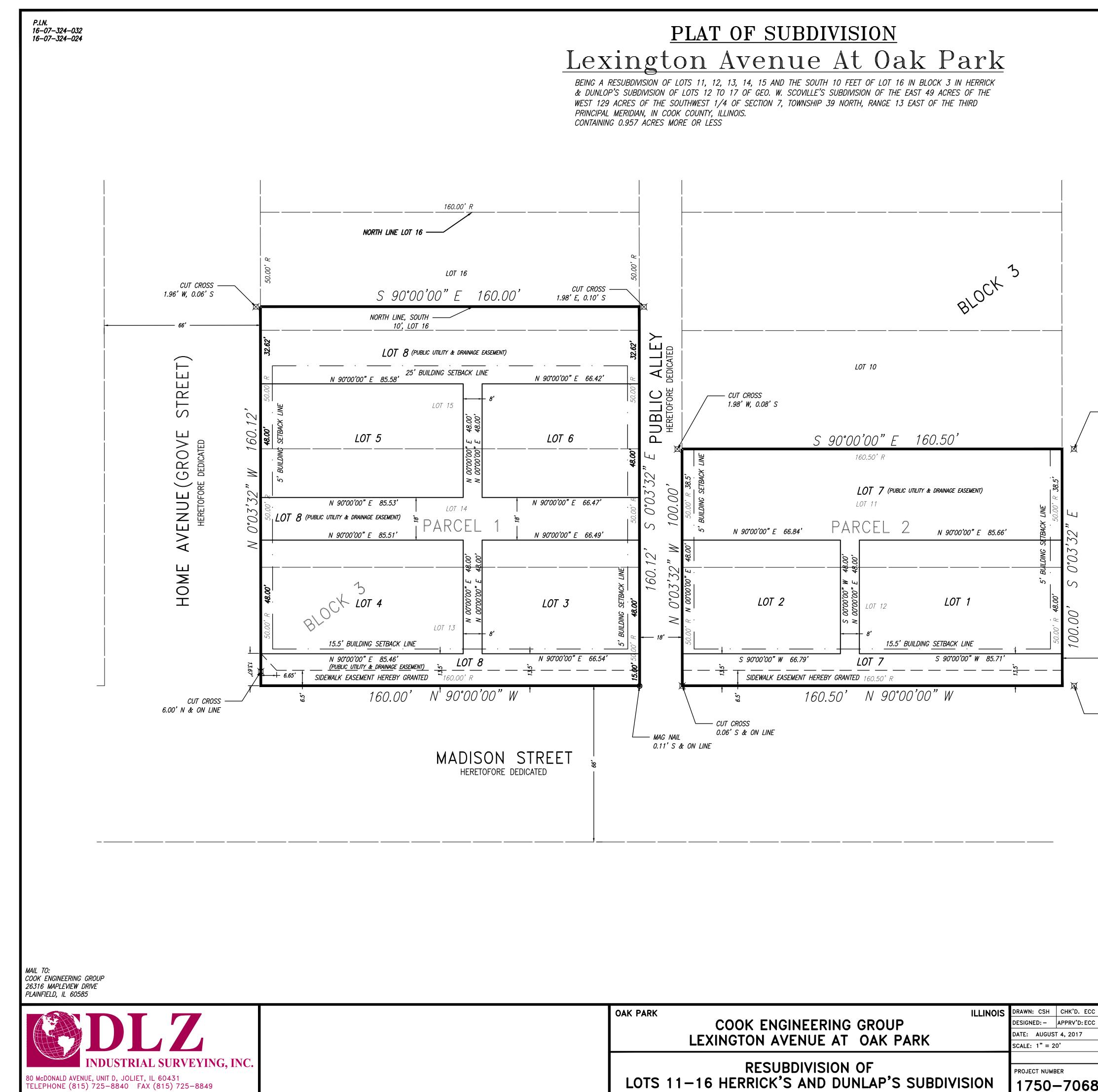
(Signature) Applicant	Date
(Signature) Owner	Date
SUBSCRIBED AND SWORN TO BEFORE ME THIS	
DAY OF, 20	

(Notary Public)

SUBMIT THE FOLLOWING WITH THIS APPLICATION if not submitted with a companion application:

- > Legal Description As It Appears On the Deed.
- > Current Plat of Survey of All Applicable Properties.
- > Subdivision Plat with appropriate signature blocks, signed by the property owner(s) and surveyor.
- > Then, six (6) paper copies one (1) original Mylar or velum must be submitted <u>after</u> approval for VOP signatures.

General Process: 1) Approval by staff, Plan Commission, and Village Board; 2) Obtain Village signatures; 3) Record Plat and Ordinance



OAK PARK COOK ENGINEERING GROUP LEXINGTON AVENUE AT OAK PARK	DRAWN: CSH DESIGNED: – DATE: AUGUS SCALE: 1" = 2	CHK'D. ECC APPRV'D: ECC 5T 4, 2017 20'	
RESUBDIVISION OF LOTS 11–16 HERRICK'S AND DUNLAP'S SUBDIVISION	project num 1750	^{BER} -7068	

20 0		20 40
Scale:	1"	= 20'
<u>LEGEND:</u> SUBDIVISION LINE	=	
LOT LINE	=	
SETBACK LINE	=	
R	=	RECORD DIMENSION
М	=	MEASURED DIMENSION

NOTES:

- 1. THE FIELD WORK FOR THE COMPLETION OF THE SURVEY WAS COMPLETED ON JULY 19, 2017.
- 2. NO DIMENSION SHALL BE ASSUMED BY
- SCALE MEASURE UPON THIS PLAT.
- 3. DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
- 4. THE PLAT OF SUBDIVISION UPON RECORDING SHOULD BE MAILED TO: LEXINGTON HOMES
- 1731 N. MARCEY, STE 200 CHICAGO, IL 60614
- 5. THE PROPERTY OWNERS NAME IS: ΧΧΧ
- XXX
- XXX 6. THE HEREON DRAWN PROPERTY IS
- CURRENTLY ZONED MADISON STREET OVERLAY DISTRICT.
- 7. BASIS OF BEARINGS IS THE ASSUMED VALUE OF N 90°00'00" W ON THE NORTH RIGHT OF WAY LINE OF MADISON STREET.
- 8. NO AREAS OF THIS SITE WERE UNDER CONSTRUCTION AT THE TIME OF THE ORIGINAL SURVEY ON JULY 19, 2017.
- 9. MONUMENTS WILL BE SET AT LOT CORNERS PER ILLINOIS STATE STATUTE.
- 10. THE PROPERTY WAS PART OF P.I.N. 16-07-324-024 & 16-07-324-032.
- 11. THE SUBDIVISION LIES WITHIN THE LINCOLN ELEMENTARY SCHOOL DISTRICT 97 AND OAK PARK & RIVER FOREST HIGH SCHOOL DISTRICT 97.

PARCEL AREA TABLE				
LOT NUMBER	AREA–SQ FT	AREA-AC		
1	4,113	0.094		
2	3,206	0.074		
3	3,193	0.073		
4	4,103	0.094		
5	4,106	0.094		
6	3,190	0.073		
7	8,730	0.200		
8	11,027	0.253		
TOTAL	41,668	0.956		

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, ERIC C. COX, PROFESSIONAL ILLINOIS LAND

SURVEYOR NO. 3604, HAVE SURVEYED AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AND RE-SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:

LOTS 13, 14, 15 AND THE SOUTH 10 FEET OF LOT 16 IN BLOCK 3 IN HERRICK & DUNLOP SUBDIVISION OF LOTS 12 TO 17 OF GEO W. SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11 AND 12 IN BLOCK 3 IN HERRICK'S AND DUNLAP'S SUBDIVISION OF LOTS 12 TO 17, INCLUSIVE, IN GEORGE SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD LANDS) OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GIVEN UNDER MY HAND AND SEAL THIS____DAY OF _____, 2017.

ERIC C. COX ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3604 RENEWAL DATE: NOVEMBER 30, 2018 DLZ INDUSTRIAL SURVEYING, INC. PROFESSIONAL DESIGN FIRM 184002815

RENEWAL DATE APRIL 30, 2019 REVISION BY DATE SHEET 1 OF 2 DRAWING NUMBER)68F

— CUT CROSS 5.00' E & ON LINE

> Ш NTON HERETOFORE \bigcirc

CUT CROSS 5.00' E & ON LINE

DWNER'S CERTIFICATE Site of ILLINOS) Site of ILLINOS) COUNTY OF COOK) This is to CERTIFY that IAU THE RECORD OWNER OF THE PROPERTY DEPORTED THE SAURZYOR'S CERTIFICATE AFFINED HEREBY CONSENT to THE SAURZYOR'S CERTIFICATE AFFINED	5 IN BLOCK 3 IN HERRICK EAST 49 ACRES OF THE
OWNER'S CERTIFICATE STATE OF ILLINOIS) SS. COUNTY OF COOK) This is to certify that i,, AM the record owner of the PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND DO HEREBY CONSENT TO THE SUBDIVISION OF SAID PROPERTY, AND THE VARIOUS DEDICATIONS, GRANTS, AND RESERVATIONS OF THIS DAY OFAD., 2017.	5 IN BLOCK 3 IN HERRICK EAST 49 ACRES OF THE
Since of ILLINOS) S.S. COUNTY OF COOK) THIS IS TO CERTIFY THAT I,, AM THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON., AND DO HEREBY CONSENT TO THE SUBDIVISION OF SAID PROPERTY, AND THE VARIOUS DEDICATIONS, GRANTS, AND RESERVATIONS OF EASEMENTS AND RIGHTS-OF-WAY DEPICTED HEREON. THISAD, 2017. SIGN OF COUNTY OF COOK) THISAD, 2017. SUBDIVISION OF LOTS 12 TO 17 OF GEO. W. SCOVILLE'S SUBDIVISION OF THE WEST 129 ACRES OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. CONTAINING 0.957 ACRES MORE OR LESS CONTAINING 0.957 ACRES MORE OR LESS	EAST 49 ACRES OF THE
THIS IS TO CERTIFY THAT I,	3 EAST OF THE THIRD
PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON,, AND DO HEREBY CONSENT TO THE SUBDIVISION OF SAID PROPERTY, AND THE VARIOUS DEDICATIONS, GRANTS, AND RESERVATIONS OF EASEMENTS AND RIGHTS-OF-WAY DEPICTED HEREON. THIS — DAY OFA.D., 2017.	
THIS A.D., 2017.	
SIGNATUREATTEST:	
ATTEST:	
NOTARY CERTIFICATE	
STATE OF ILLINOIS) S.S. PUBLIC UTILITY EASEMENT PROVISIONS	SIDEWALK
COUNTY OF COOK) I,, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRICITY AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR	THE VILLAC
DO HEREBY CERTIFY THAT THE FOREGOING SIGNATURE OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT. AND VOLUNTARY ACT OF THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.	OVER ALL REMOVE, F
SBC-AMERITECH ILLINOIS a.k.a. ILLINOIS BELL TELEPHONE COMPANY	USE AND
GIVEN UNDER MY HAND AND NOTORIAL SEAL THISDAY OF A.D. 2017AndAnd	RIGHT TO CUT, TRIM
NOTARY CABLE TV, GRANTEES	WHICH INT
THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN, AND REMOVE, FROM TIME TO TIME, TYPE OR PRINT NAME TYPE OR PRINT NAME TYPE OR PRINT NAME	INSPECTIOI OR OBSTR
IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES OF THE PLAT MARKED AS "PUBLIC UTILITY EASEMENT", THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS".	HEREIN GF
DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE	
CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT OR COMMON AREA TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT COUNTY OF COOK)	
I,, AS VILLAGE ENGINEER OF THE VILLAGE OF OAK PARK, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE PLAT AND THE PLANS AND HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE PLAT AND THE PLANS AND	
SPECIFICATIONS MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF DATED AT OAK PARK, COOK COUNTY, ILLINOIS. LINES MARKED "PUBLIC UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE	
THISDAY OFA.D., 2017.	
THE TERM "COMMON ELEMENTS' SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPERT 765 ILCS	
VILLAGE ENGINEER 605/2. AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREA" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY. THE BENEFICIAL USE AND ENJOYMENT OF	
VILLAGE CLERK'S CERTIFICATE	
EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN STATE OF ILLINOIS) S.S.	
COUNTY OF COOK) PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY OCCUPIED BY A BUILDING, SERVICE BUILDING APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK PARK, ILLINOIS ON DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND OR MECHANICAL EQUIPMENT.	
RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER UPON WRITTEN REQUEST.	
THIS DAY OF A.D., 2017. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE PEOPLES GAS LIGHT AND COKE COMPANY, A CORPORATION ORGANIZED AND	
EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS (HEREINAFTER CALLED "GRANTEE"), AND UNTO ITS SUCCESSORS AND ASSIGNS, AN EASEMENT VILLAGE CLERK TO LAY, INSTALL, CONSTRUCT, REPAIR, RENEW, REPLACE, OPERATE, MAINTAIN, INSPECT, ALTER, REMOVE, CHANGE THE SIZE OF OR	
ABANDON IN PLACE ALL OR ANY PART OF GAS MAIN(S) OR SERVICE PIPE(S) AND SUCH DRIPS, VALVES, VALVEBOXES, REGULATORS FITTINGS, METERS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY, CONVENIENT OR DESIRABLE FOR SUCH OPERATIONS (HEREINAFTER CALLED	
STATE OF ILLINOIS)	
SS COUNTY OF COOK) IN THE LAYING, CONSTRUCTION, REPAIR, RENEWAL, REPLACEMENT, OPERATION, MAINTENANCE, INSPECTION, ALTERATION, REMOVAL,	
I,, AS PRESIDENT OF THE VILLAGE OF OAK PARK DO HEREBY APPROVE CHANGING THE SIZE OF ALL OR ANY PART OF SAID FACILITIES. GRANTOR DOES EXPRESSLY WARRANT AND COVENANT THAT IT HAS GOOD AND	
EMPLOYEES, AGENTS, ASSIGNS AND LESSEES SHALL AT ALL TIMES HAVE FREE ACCESS AND INGRESS TO, AND EGRESS FROM, AND OVER SAID REAL	
THISDAY OFA.D., 2017. ESTATE TO LAY, CONSTRUCT, REPAIR, RENEW, REPLACE, OPERATE, MAINTAIN, INSPECT, ALTER, REMOVE, CHANGE THE SIZE OF OR ABANDON IN PLACE ALL OR ANY PART OF SAID FACILITIES. TRANSFER OF OWNERSHIP WILL NOT TERMINATE GRANTOR'S LIABILITY FOR BREACHES OF	
VILLAGE PRESIDENT	
GRANTOR AGREES THAT THE ERECTION OF CONSTRUCTION OF ANY TREES, BUILDING OR OTHER STRUCTURE ON OR OVER SAID REAL ESTATE OR ANY VILLAGE PLANNER CERTIFICATE	
STATE OF ILLINOIS)	
COUNTY OF COOK)	
I,, AS VILLAGE PLANNER FOR THE VILLAGE OF OAK PARK DO HEREBY APPROVE THIS DOCUMENT.	
THIS A.D., 2017.	
InisDAT_OFA.D., 2017.	
VILLAGE PLANNER	
<u>CERTIFICATE AS TO SPECIAL ASSESSMENTS</u>	
STATE OF ILLINOIS) S.S. COUNTY OF COOK)	
I CERTIFY THAT THERE ARE NO DELINQUENTS OR CURRENT UNPAID SPECIAL ASSESSMENTS ON THE PROPERTY	
SHOWN ON THIS PLAT DATED STATE OF ILLINOIS)	PLANNING (STATE OF ILLINOIS)
S.S. STATE OF ILLINOIS) COUNTY OF COOK) S.S.	SIATE OF ILLINOIS) SS COUNTY OF COOK)
THIS IS TO CERTIFY THAT TO THE BEST OF <u>(MY/OUR)</u> KNOWLEDGE, (I/WE) THE UNDERSIGNED AS WILLAGE COLLECTOR I,	
<u>PUBLIC WORKS CERTIFICATE</u>	ENERAL TAXES, NO UNPAID ENTS, AND NO REDEEMABLE TAX
HIGH SCHOOL DISTRICT: DEVELOPMENT) PLAT.	LINOIS, PLAN COMMISSION CHAIRPERSON
HIGH SCHOOL DISTRICT:	
STATE OF ILLINOIS) SS COUNTY OF COOK) IN COOK COUNTY, ILLINOIS. IN COOK COUNTY, ILLINOIS. DATED THISAD, 2017. IN COOK COUNTY, ILLINOIS. DATED THISAD, 2017.	FLAN COMMISSION CHAIRFERSON
STATE OF ILLINOIS) SS COUNTY OF COOK) HIGH SCHOOL DISTRICT: COLLEGE DISTRICT: IN COOK COUNTY, ILLINOIS. DATED THISDAY OFA.D., 2017. DATED THISDAY OFA.D., 2017.	
STATE OF ILLINOIS) STATE OF ILLINOIS) SS COUNTY OF COOK COUNTY OF COOK) I, AS DIRECTOR OF PUBLIC WORKS OF THE VILLAGE OF OAK PARK DO HIGH SCHOOL DISTRICT: IN COOK COUNTY, ILLINOIS. DATED THIS DAY OF A.D., 2017. HIGH SCHOOL DISTRICT: COLLEGE DISTRICT: IN COOK COUNTY, ILLINOIS. DATED THIS DAY OF A.D., 2017. (OWNER(S)/TRUSTEE) HIGH SCHOOL DISTRICT: COUNTY CLERK AT CHICAGO, ILL COUNTY CLERK AT CHICAGO, ILL THIS DAY OF 	
STATE OF ILLINOIS) STATE OF ILLINOIS) COUNTY OF COOK) I,, AS DIRECTOR OF PUBLIC WORKS OF THE VILLAGE OF OAK PARK DO HEREBY APPROVE THIS DOCUMENT. THISAD, 2017. IL TO: OK ENGINEERING GROUP	
STATE OF ILLINOIS) HiGH SCHOOL DISTRICT: DEVELOPMENT) DEVELoPMENT DEVELoPMENT) DEVELoPMENT DEVELoPMENT) DEVELoPMENT DEVELoPMENT) DEVELoPMENT	
STATE OF ILLINOIS) SS COUNTY OF COOK) I, AS DIRECTOR OF PUBLIC WORKS OF THE VILLAGE OF OAK PARK DO I, AS DIRECTOR OF PUBLIC WORKS OF THE VILLAGE OF OAK PARK DO I, AS DIRECTOR OF PUBLIC WORKS OF THE VILLAGE OF OAK PARK DO I	ILLINOIS DRAWN: CSH CHK'D. ECC
STATE OF ILLINOS) SS COUNTY OF COOK DENGINEERING GROUP ST IG MAPLEVIEW DRIVE ST IG MAPLEVIEW DRIVE SS COUNTY OF COOK DENGINEERING GROUP ST IG MAPLEVIEW DRIVE SS COUNTY OF COOK DENGINEERING GROUP	ILLINOIS DRAWN: CSH CHK'D. ECC DESIGNED: – APPRV'D: ECC
STATE OF ILLINOIS) SS COUNTY OF COOK) I, AS DIRECTOR OF PUBLIC WORKS OF THE VILLAGE OF OAK PARK DO I, AS DIRECTOR OF PUBLIC WORKS OF THE VILLAGE OF OAK PARK DO I	ILLINOIS DRAWN: CSH CHK'D. ECC DESIGNED: – APPRV'D: ECC

80 McDONALD AVENUE, UNIT D, JOLIET, IL 60431

TELEPHONE (815) 725-8840 FAX (815) 725-8849

COMMISSION CERTIFICATE

___, AS CHAIRPERSON OF THE PLAN COMMISSION OF Y THAT SAID PLAN COMMISSION HAD APPROVED THIS A.D., 2017.

RESUBDIVISION OF LOTS 11–16 HERRICK'S AND DUNLAP'S SUBDIVISION PROJECT NUMBER 1750-7068

		: 1" =	20 = 20'	40
	<u>LEGEND:</u> SUBDIVISION LINE	=		
	LOT LINE	=		
U L	SETBACK LINE	=		
	R	=	RECORD	DIMENSION
	М	=	MEASURE	D DIMENSIOI

<u>K EASEMENT</u>

AGE OF OAK PARK, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS AREA ON THE PLAT MARKED 'SIDEWALK EASEMENT": TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REPLACE. INSPECT. MAINTAIN AND OPERATE PEDESTRIAN SIDEWALK. PAVED OR UNPAVED. FOR THE ENJOYMENT OF THE GENERAL PUBLIC. THE ABOVE-NAMED ENTITIES ARE HEREBY GRANTED THE ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO I OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE EASEMENT AREAS HEREIN GRANTED TERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, ON, MAINTENANCE AND OPERATION THEREOF. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES RUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS THAT INTERFERE WITH THE RIGHTS GRANTED.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)

SS COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, ERIC C. COX, PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3604, HAVE SURVEYED AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AND RE-SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY: PARCEL 1:

LOTS 13, 14, 15 AND THE SOUTH 10 FEET OF LOT 16 IN BLOCK 3 IN HERRICK & DUNLOP SUBDIVISION OF LOTS 12 TO 17 OF GEO W. SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11 AND 12 IN BLOCK 3 IN HERRICK'S AND DUNLAP'S SUBDIVISION OF LOTS 12 TO 17, INCLUSIVE, IN GEORGE SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD LANDS) OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

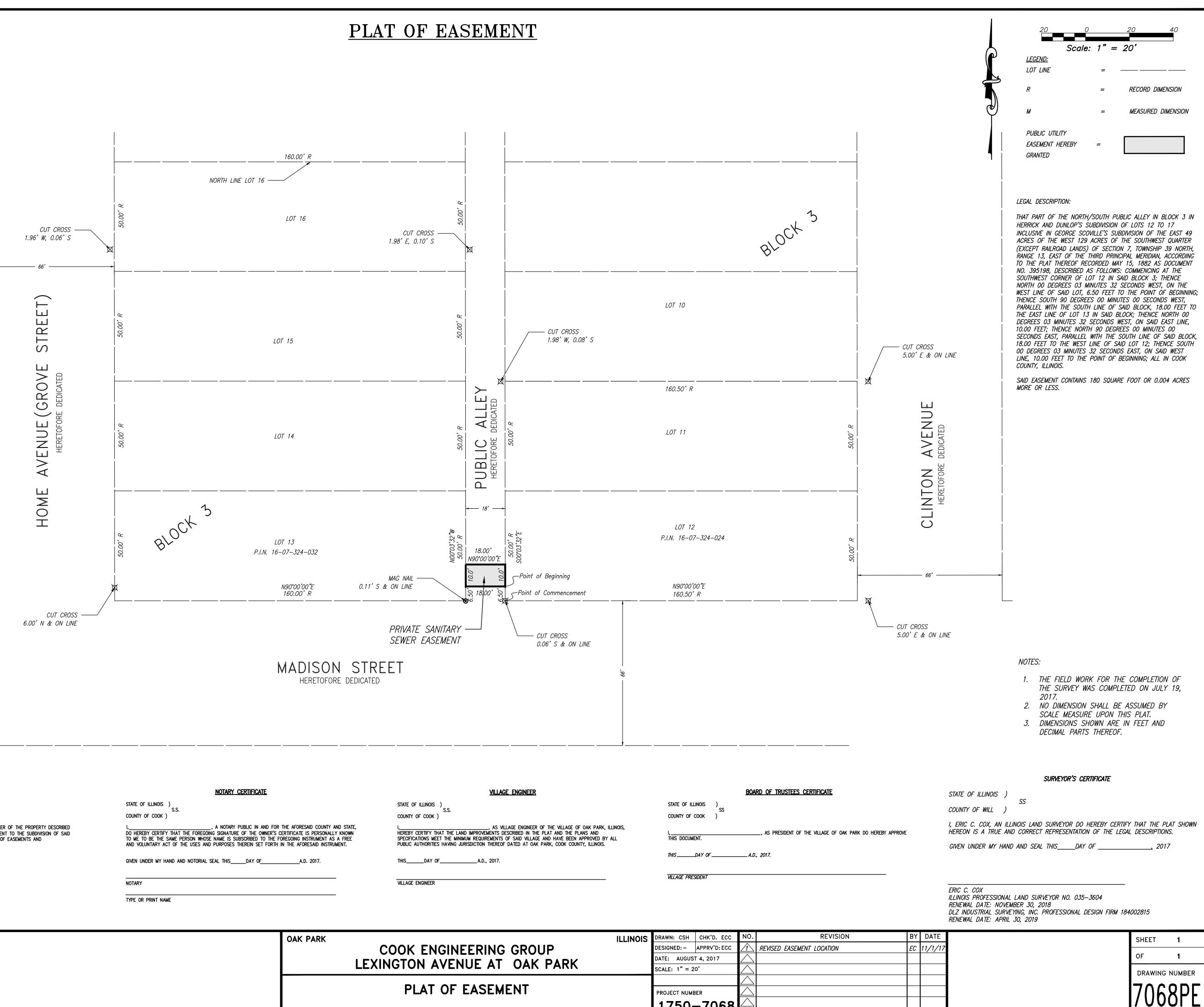
GIVEN UNDER MY HAND AND SEAL THIS____DAY OF _____, 2017.

ERIC C. COX ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3604 RENEWAL DATE: NOVEMBER 30, 2018 DLZ INDUSTRIAL SURVEYING, INC. PROFESSIONAL DESIGN FIRM 184002815

	RENEWAL D	ATE .	APRIL 30, 2	2019		
NO.	REVISION	BY	DATE		SHEET	2
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PRIVATE SANITARY SEWER EASEMENT

EASEMENT IS RESERVED FOR AND GRANTED BY VILLAGE OF OAK PARK TO LEXINGTON HOMES, LLC AND THEIR SUCCESSORS AND ASSIGNS OVER ALL THE AREAS MARKED "SANITARY SEWER EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE SANITARY SEWERS WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OVER, UPON, ALONG, UNDER, AND THROUGH, SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT AND NO OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE VILLAGE OF OAK PARK. THESE PROVISIONS GRANT CERTAIN RIGHTS TO THE VILLAGE OF OAK PARK; HOWEVER, THE MAINTENANCE RESPONSIBILITY FOR THESE IMPROVEMENTS IS BORNE BY LEXINGTON HOMES, LLC AND THEIR SUCCESSORS AND ASSIGNS.



1750-7068

GRANTEE CERTIFICATE

STATE OF ILLINOIS) COUNTY OF COOK)

THIS IS TO CERTIFY THAT LEXINGTON HOMES, LLC HAS ACCEPTED THIS EASEMENT DRAWN AND DESCRIBED HEREON.

THIS_____ DAY OF_____ A.D., 2017.

SIGNATURE _

ATTEST:

NOTARY CERTIFICATE

▲ STATE OF ILLINOIS) S.S. COUNTY OF COOK)

A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATURE OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____DAY OF _____A.D. 2017.

NOTARY

TYPE OR PRINT NAME

	OWNER'S CERTIFICATE	
	STATE OF ILLINOIS) S.S. COUNTY OF COOK)	STATE OF ILLINOIS) S.S. COUNTY OF COOK)
	THIS IS TO CERTIFY THAT THE VILLAGE OF OAK PARK IS THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND DO HEREBY CONSENT TO THE SUBDIVISION OF SAID PROPERTY, AND THE VARIOUS DEDICATIONS, GRANTS, AND RESERVATIONS OF EASEMENTS AND RIGHTS-OF-WAY DEPICTED HEREON.	I, DO HEREBY CERTIFY THAT THE FO TO ME TO BE THE SAME PERSON AND VOLUNTARY ACT OF THE USE
	THIS DAY OF A.D., 2017.	GIVEN UNDER MY HAND AND NOTO
	SIGNATURE	
	ATTEST:	NOTARY
MAIL TO: COOK ENGINEERING GROUP 26316 MAPLEVIEW DRIVE PLAINFIELD, IL 60585		TYPE OR PRINT NAME
	T 7	



ΡΙ ΔΤ	OF	EASEMENT
FLAI	UΓ	EASEMENT